

SERFF Tracking Number: AGNY-125591058 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50
 Company Tracking Number: AIC-08-EO-04
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: School Leaders Risk Protector Program
 Project Name/Number: /

Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, Pa.
 Product Name: School Leaders Risk Protector SERFF Tr Num: AGNY-125591058 State: Arkansas
 Program
 TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
 Made/Occurrence
 Sub-TOI: 17.0019 Professional Errors & Co Tr Num: AIC-08-EO-04 State Status: Fees verified and
 Omissions Liability received
 Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith
 Roberts, Brittany Yielding
 Author: Walter Murphy Disposition Date: 04/16/2008
 Date Submitted: 04/14/2008 Disposition Status: Approved
 Effective Date Requested (New): 05/15/2008 Effective Date (New):
 Effective Date Requested (Renewal): 05/15/2008 Effective Date (Renewal):
 State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: Domicile Status Comments: This filing is being
 submitted simultaneously in all states.
 Reference Organization: N/A Reference Number: N/A
 Reference Title: N/A Advisory Org. Circular: N/A
 Filing Status Changed: 04/16/2008
 State Status Changed: 04/16/2008 Deemer Date:
 Corresponding Filing Tracking Number:
 Filing Description:
 The referenced companies submit for your review and approval their School Leaders Risk Protector(SM) Program which
 provides claims-made errors and omissions coverage for school leaders.

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Please refer to the attached Forms Listing for information about the forms included in this submission.

Company and Contact

Filing Contact Information

Walter Murphy, Filings Analyst Walter.Murphy@AIG.com
 175 Water Street (212) 458-2192 [Phone]
 New York, NY 10038 (212) 458-7077[FAX]

Filing Company Information

National Union Fire Insurance Company of Pittsburgh, Pa. CoCode: 19445 State of Domicile: Pennsylvania
 70 Pine Street Group Code:
 New York, NY 10270 Group Name: Company Type:
 (212) 770-7000 ext. [Phone] FEIN Number: 25-0687550 State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 Form Filing = \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Union Fire Insurance Company of Pittsburgh, Pa.	\$50.00	04/14/2008	19544184

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/16/2008	04/16/2008

State: Arkansas

State Tracking Number: EFT \$50

*17.0019 Professional Errors & Omissions
Liability*

Project Name/Number: /

Created by SERFF on 04/16/2008 02:37 PM

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Form	Declarations	Approved	Yes
Form	Policy	Approved	Yes
Form	Main Form Application	Approved	Yes
Form	Renewal Application	Approved	Yes
Form	Additional Insured Endorsement (For Wrongful Acts of School Entity)	Approved	Yes
Form	Additional School Entity Endorsement (For Affiliates)	Approved	Yes
Form	Bond Exclusion Endorsement	Approved	Yes
Form	Charter Schools Exclusion Endorsement	Approved	Yes
Form	Cooperation Clause Amendatory Endorsement	Approved	Yes
Form	Corporal Punishment Endorsement	Approved	Yes
Form	Day Care Operations Exclusion Endorsement	Approved	Yes
Form	Deletion of Endorsement	Approved	Yes
Form	Employment Practice Violations And EEOC Coverage Deleted Endorsement	Approved	Yes
Form	Employment Practice Violations, EEOC And IEP Coverage Deleted Endorsement	Approved	Yes
Form	Expanded Coverage First Inception Date Amendatory Endorsement	Approved	Yes
Form	Expanded Coverage Retroactive Date Amendatory Endorsement	Approved	Yes
Form	Extended Reporting Period Amendatory Endorsement (Percent of Premium Amended)	Approved	Yes
Form	Extended Reporting Period Elected Endorsement	Approved	Yes
Form	Item 1 Amendatory Endorsement (Named	Approved	Yes

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: School Leaders Risk Protector Program
Project Name/Number: /

School Entity)			
Form	Limit of Liability Amendatory Endorsement	Approved	Yes
Form	Limited Prior Acts Endorsement	Approved	Yes
Form	Network Security And Privacy Liability Coverage Endorsement	Approved	Yes
Form	Pending and Prior Litigation Exclusion Endorsement (Policy Damages Limit of Liability Increased)	Approved	Yes
Form	Policy Damages Limit of Liability Amendatory Endorsement	Approved	Yes
Form	Policy First Inception Date Amendatory Endorsement	Approved	Yes
Form	Policy Period Amendatory Endorsement	Approved	Yes
Form	Policy Period Extension Endorsement	Approved	Yes
Form	Post Policy Reporting Period Amendatory Endorsement (Number of Days)	Approved	Yes
Form	Professional Services Exclusion Endorsement	Approved	Yes
Form	Punitive Damages Exclusion Endorsement	Approved	Yes
Form	Retention Deductible Amendatory Endorsement	Approved	Yes
Form	Retention/Deductible Amendatory Endorsement (Midterm)	Approved	Yes
Form	Sexual Misconduct Coverage Endorsement (Defense Coverage for Vicarious Liability Only)	Approved	Yes
Form	Specific Investigation/ Claim/ Litigation/ Event Exclusion Endorsement	Approved	Yes
Form	Suit Definition Amendatory Endorsement (EEOC Proceeding Coverage Deleted)	Approved	Yes
Form	Suit Definition Amendatory Endorsement (IEP Hearing And EEOC Proceeding Coverage Deleted)	Approved	Yes

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Product Name: School Leaders Risk Protector Program

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Form	Suit Definition Amendatory Endorsement (IEP Hearing Coverage Deleted)	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes
Form	Arkansas Cancellation/Nonrenewal Endorsement	Approved	Yes

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Product Name: School Leaders Risk Protector Program

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Declarations	96924	12/07	Declaration New s/Schedule		0.00	96924 (12-07) Declarations Page.pdf
Approved	Policy	96927	12/07	Policy/CoveNew rage Form		0.00	96927 (12-07) Policy Form.pdf
Approved	Main Form Application	96907	12/07	Application/ New Binder/Enro llment		0.00	96907 (12-07) Main Form Application.p df
Approved	Renewal Application	96906	12/07	Application/ New Binder/Enro llment		0.00	96906 (12-07) Renewal Application.p df
Approved	Additional Insured Endorsement (For Wrongful Acts of School Entity)	96738	12/07	Endorseme New nt/Amendm ent/Condi ti ons		0.00	96738 (12-07) ADDITIONA L INSURED ENDORSEM ENT (FOR WRONGFUL ACTS OF SCHOOL ENTITY) .pdf
Approved	Additional School Entity Endorsement (For Affiliates)	96748	12/07	Endorseme New nt/Amendm ent/Condi ti ons		0.00	96748 (12-07) ADDITIONA L SCHOOL ENTITY

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Product Name: School Leaders Risk Protector Program

Project Name/Number: /

						ENDORSEMENT (FOR AFFILIATES).pdf
Approved	Bond Exclusion Endorsement	96747	12/07	Endorsement/New Amendment/Conditions	0.00	96747 (12-07) BOND EXCLUSION ENDT.pdf
Approved	Charter Schools Exclusion Endorsement	96746	12/07	Endorsement/New Amendment/Conditions	0.00	96746 (12-07) CHARTER SCHOOLS EXCLUSION ENDORSEMENT.pdf
Approved	Cooperation Clause Amendatory Endorsement	96847	12/07	Endorsement/New Amendment/Conditions	0.00	96847 (12-07) COOPERATION CLAUSE AMENDATORY ENDORSEMENT.pdf
Approved	Corporal Punishment Endorsement	96745	12/07	Endorsement/New Amendment/Conditions	0.00	96745 (12-07) CORPORATE PUNISHMENT ENDORSEMENT.pdf
Approved	Day Care Operations Exclusion Endorsement	96744	12/07	Endorsement/New Amendment/Conditions	0.00	96744 (12-07) DAYCARE OPERATIO

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: School Leaders Risk Protector Program

Project Name/Number: /

Approval	Description	Policy Number	Effective Date	Action	Amount	Comments
Approved	Deletion of Endorsement	96850	12/07	Endorsement New	0.00	NS EXCLUSION ENDORSEMENT.pdf
Approved	Employment Practice Violations And EEOC Coverage Deleted Endorsement	96916	12/07	Endorsement New	0.00	96850 (12-07) DELETION OF ENDORSEMENT.pdf
Approved	Employment Practice Violations, EEOC And IEP Coverage Deleted Endorsement	96915	12/07	Endorsement New	0.00	96916 (12-07) EMPLOYMENT PRACTICE VIOLATIONS AND EEOC COVERAGE DELETED ENDORSEMENT.pdf
Approved	Expanded Coverage First	96851	12/07	Endorsement New	0.00	96915 (12-07) EMPLOYMENT PRACTICE VIOLATIONS, EEOC AND IEP COVERAGE DELETED ENDORSEMENT.pdf

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Company Tracking Number:	AIC-08-EO-04					
TOI:	17.0 Other Liability - Claims Made/Occurrence			Sub-TOI:	17.0019 Professional Errors & Omissions Liability	
Product Name:	School Leaders Risk Protector Program					
Project Name/Number:	/					
	Inception Date			ent/Condi		EXPANDED
	Amendatory			ons		COVERAGE
	Endorsement					FIRST
						INCEPTION
						DATE
						AMENDATO
						RY
						ENDORSEM
						ENT.pdf
Approved	Expanded Coverage	96852	12/07	Endorseme New	0.00	96852 (12-
	Retroactive Date			nt/Amendm		07)
	Amendatory			ent/Condi		EXPANDED
	Endorsement			ons		COVERAGE
						RETROACTI
						VE DATE
						AMENDATO
						RY
						ENDORSEM
						ENT.pdf
Approved	Extended Reporting Period	96848	12/07	Endorseme New	0.00	96848 (12-
	Amendatory			nt/Amendm		07)
	Endorsement			ent/Condi		EXTENDED
	(Percent of Premium Amended)			ons		REPORTIN
						G PERIOD
						AMENDATO
						RY
						ENDORSEM
						ENT
						(PERCENT
						OF
						PREMIUM
						AMENDED).
						pdf
Approved	Extended Reporting Period	96914	12/07	Endorseme New	0.00	96914 (12-
	Elected			nt/Amendm		07)
				ent/Condi		EXTENDED

SERFF Tracking Number:	AGNY-125591058	State:	Arkansas
Filing Company:	National Union Fire Insurance Company of Pittsburgh, Pa.	State Tracking Number:	EFT \$50
Company Tracking Number:	AIC-08-EO-04		
TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0019 Professional Errors & Omissions Liability
Product Name:	School Leaders Risk Protector Program		
Project Name/Number:	/		
Endorsement		ons	REPORTIN G PERIOD ELECTED ENDORSEM ENT.pdf
Approved	Item 1 Amendatory Endorsement (Named School Entity)	96743 12/07	Endorseme New nt/Amendm ent/Condi ons 0.00 96743 (12- 07) ITEM 1 AMENDATO RY ENDORSEM ENT (NAMED SCHOOL ENTITY).pdf
Approved	Limit of Liability Amendatory Endorsement	96741 12/07	Endorseme New nt/Amendm ent/Condi ons 0.00 96741 (12- 07) LIMIT OF LIABILITY AMENDATO RY ENDORSEM ENT.pdf
Approved	Limited Prior Acts Endorsement	96911 12/07	Endorseme New nt/Amendm ent/Condi ons 0.00 96911 (12- 07) LIMITED PRIOR ACTS ENDORSEM ENT.pdf
Approved	Network Security And Privacy Liability Coverage Endorsement	96908 12/07	Endorseme New nt/Amendm ent/Condi ons 0.00 96908 (12- 07) NETWORK SECURITY AND PRIVACY LIABILITY COVERAGE

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Product Name: School Leaders Risk Protector Program

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							ENDORSEM ENT.pdf
Approved	Pending and Prior Litigation Exclusion Endorsement (Policy Damages Limit of Liability Increased)	96740	12/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96740 (12- 07) PENDING AND PRIOR LITIGATION EXCLUSION ENDORSEM ENT (POLICY DAMAGES LIMIT OF LIABILITY INCREASED)	96740 (12- 07) PENDING AND PRIOR LITIGATION EXCLUSION ENDORSEM ENT (POLICY DAMAGES LIMIT OF LIABILITY INCREASED)
Approved	Policy Damages Limit of Liability Amendatory Endorsement	96910	12/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96910 (12- 07) POLICY DAMAGES LIMIT OF LIABILITY AMENDATO RY ENDORSEM ENT.pdf	96910 (12- 07) POLICY DAMAGES LIMIT OF LIABILITY AMENDATO RY ENDORSEM ENT.pdf
Approved	Policy First Inception Date Amendatory Endorsement	96894	12/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96894 (12- 07) POLICY FIRST INCEPTION DATE AMENDATO RY ENDORSEM ENT.pdf	96894 (12- 07) POLICY FIRST INCEPTION DATE AMENDATO RY ENDORSEM ENT.pdf
Approved	Policy Period Amendatory	96853	12/07	Endorseme New nt/Amendm	0.00	96853 (12- 07) POLICY	96853 (12- 07) POLICY

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: School Leaders Risk Protector Program

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	Endorsement			ent/Condi tions		PERIOD AMENDATO RY ENDORSEM ENT.pdf
Approved	Policy Period Extension Endorsement	96893	12/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96893 (12- 07) POLICY PERIOD EXTENSION ENDORSEM ENT.pdf
Approved	Post Policy Reporting Period Amendatory Endorsement (Number of Days)	96895	12/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96895 (12- 07) POST POLICY REPORTIN G PERIOD AMENDATO RY ENDORSEM ENT (NUMBER OF DAYS).pdf
Approved	Professional Services Exclusion Endorsement	96739	12/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96739 (12- 07) PROFESSIO NAL SERVICES EXCLUSION ENDORSEM ENT.pdf
Approved	Punitive Damages Exclusion Endorsement	96917	12/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96917 (12- 07) PUNITIVE DAMAGES EXCLUSION

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: School Leaders Risk Protector Program

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						ENDORSEM ENT.pdf
Approved	Retention Deductible Amendatory Endorsement	96742	12/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96742 (12- 07) RETENTION AMENDATO RY ENDORSEM ENT.pdf
Approved	Retention/Deducti ble Amendatory Endorsement (Midterm)	96912	12/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96912 (12- 07) RETENTION AMENDATO RY ENDORSEM ENT (MIDTERM). pdf
Approved	Sexual Misconduct Coverage Endorsement (Defense Coverage for Vicarious Liability Only)	97443	2/08	Endorseme New nt/Amendm ent/Condi tions	0.00	97443 (2-08) SEXUAL MISCONDU CT COVERAGE ENDORSEM ENT (CLAIM EXPENSES FOR VICARIOUS LIAB).pdf
Approved	Specific Investigation/ Claim/ Litigation/ Event Exlusion Endorsement	96846	12/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96846 (12- 07) SPECIFIC INVESTIGA TION- CLAIM- LITIGATION

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

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							-EVENT EXCLUSION ENDORSEM ENT.pdf
Approved	Suit Definition Amendatory Endorsement (EEOC Proceeding Coverage Deleted)	96918	12/07	Endorseme New nt/Amendm ent/Condi tions		0.00	96918 (12- 07) SUIT DEFINITION AMENDATO RY ENDORSEM ENT (EEOC PROCEEDI NG COVERAGE DELETED).p df
Approved	Suit Definition Amendatory Endorsement (IEP Hearing And EEOC Proceeding Coverage Deleted)	96909	12/07	Endorseme New nt/Amendm ent/Condi tions		0.00	96909 (12- 07) SUIT DEFINITION AMENDATO RY ENDORSEM ENT (IEP HEARING AND EEOC PROCEEDI NG COVERAGE DELETED).p df
Approved	Suit Definition Amendatory Endorsement (IEP Hearing Coverage Deleted)	96913	12/07	Endorseme New nt/Amendm ent/Condi tions		0.00	96913 (12- 07) SUIT DEFINITION AMENDATO RY ENDORSEM

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 HEARING
 COVERAGE
 DELETED).p
 df

Approved	Arkansas	97559	3/08	Endorseme New nt/Amendm ent/Condi tions	97599 (3-08) AR Amendatory Endorsemen t.pdf
Approved	Arkansas	52131	11/03	Canc/NonR New en Notice	AR- 52131.pdf
	Amendatory Endorsement				
	Cancellation/Nonr enewal Endorsement				

AIG AIG EXECUTIVE LIABILITYSM

Insurance provided by a member company of
American International Group, Inc.[®]
175 Water Street
New York, NY 10038

☐ National Union Fire Insurance Company of Pittsburgh, Pa.[®] ☐ Illinois National Insurance Co.

SCHOOL LEADERS RISK PROTECTORSM

Professional Liability and Management Liability Insurance for Schools

POLICY NUMBER:

REPLACEMENT OF:

NOTICE

THIS IS A CLAIMS-MADE AND REPORTED FORM. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS GENERALLY LIMITED TO LIABILITY FOR THOSE CLAIMS THAT ARE FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD AND REPORTED TO THE INSURER AS THE POLICY REQUIRES. CLAIMS EXPENSES DO NOT REDUCE THE POLICY DAMAGES LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER TO DETERMINE WHAT IS AND WHAT IS NOT COVERED.

Terms appearing in **bold** type have special meanings. See the Definitions for more information.

DECLARATIONS

ITEMS			
1	NAMED SCHOOL ENTITY	(the "Named School Entity")	
		MAILING ADDRESS:	
2	POLICY PERIOD	Inception Date: <input type="text"/>	Expiration Date: <input type="text"/>
		12:01 A.M. at the address stated in Item 1 above.	
3	LIMIT OF LIABILITY		
	(a) Policy Damages Limit of Liability:	\$	(aggregate for Damages)
	(b) Separate Limits of Liability:		
	1. IEP Hearing Limit of Liability:	\$	(aggregate for Claim Expenses)
	2. Desegregation Limit of Liability:	\$100,000 (aggregate for Claim Expenses)	
	3. Breach of Contract Limit of Liability:	\$100,000 (aggregate for Claim Expenses)	
	4. Breach Of Fiduciary Duty Limit of Liability:	\$25,000 (aggregate for Claim Expenses)	

ITEMS (continued)	
4	RETENTION
	(a) each Wrongful Act: \$
	(b) each Employment Practices Violation: \$
	(c) each IEP Hearing: \$
5	TOTAL PREMIUM \$
6	(a) Policy First Inception Date:
	(b) Expanded Coverage First Inception Date:
7	Expanded Coverage Retroactive Date:
8	<p>Name and Address of Insurer (for Notice/Claims Reporting): AIG Domestic Claims, Inc. 175 Water Street New York, New York 10038 Attention: C-Claims, E&O Claims Reference: [Insert Policy Number here]</p> <p>Producer: Producer License #: Address:</p>

IN WITNESS WHEREOF, the **Insurer** has caused this policy to be signed on the Declarations by its President, a Secretary and its duly authorized representative.

PRESIDENT

SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE

DATE

COUNTERSIGNED AT

SCHOOL LEADERS RISK PROTECTORSM

In consideration of the premium charged, and in reliance upon the material statements made to the **Insurer** by **Application**, which forms a part of this policy, the **Insurer** and the **Insured** agree as follows:

1. INSURING AGREEMENTS

With respect to Coverages A and B, solely with respect to any **Claim** first made against an **Insured** during the **Policy Period** or any applicable **Extended Reporting Period** and reported to the **Insurer** pursuant to the terms of this policy, including, but not limited to, the terms described in Clause 7(b)(1), and subject to the other terms, conditions and limitations of this policy, this policy affords the following coverage:

COVERAGE A: LIABILITY FOR DAMAGES

The **Insurer** shall pay amounts, in excess of the applicable Retention, that an **Insured** is legally obligated to pay as **Damages** resulting from any **Claim** made against an **Insured** for any **Wrongful Act** of an **Insured**.

COVERAGE B: DEFENSE OF INSUREDS

Solely with respect to any **Claim** made against an **Insured**, in excess of the applicable Retention, for any **Wrongful Act** of an **Insured**, the following applies:

- (1) *The **Insurer's Duty To Defend Insureds**:* The **Insurer** shall have the right and duty to defend any **Suit** against any **Insured**, even if such **Suit** is groundless, false or fraudulent.
- (2) *The **Insurer's Right To Settle Claims**:* The **Insurer** shall have the right, but not the duty, to settle any **Claim** against any **Insured**, with the **School Entity's** written consent, which consent shall not be unreasonably withheld.
- (3) ***Claim Expenses For Suits**:* The **Insurer** shall, in excess of the applicable Retention and in addition to the **Policy Damages Limit of Liability**, pay for **Claim Expenses**; provided, however, that the applicable **Separate Limit of Liability** shall apply to **Claim Expenses** for any: (i) **IEP Hearing**, (ii) **Desegregation Suit**; (iii) **Breach of Contract Suit** and/or (iv) **Breach of Fiduciary Duty Suit**.
- (4) ***Claim Expenses For Investigations**:* The **Insurer** has the right, but not the duty, to investigate any **Claim** against any **Insured**. In the event the **Insurer** investigates a **Claim** or the **Insured** incurs **Claim Expenses** with the **Insurer's** prior written consent, the **Insurer** shall pay such **Claim Expenses**, in excess of the applicable Retention and in addition to the **Policy Damages Limit of Liability**.
- (5) *The **School Entity's Right To Settle**:* The **School Entity** may settle any **Claim** or **Suit** to which this insurance applies provided that the **School Entity** does so: (i) on behalf of all **Insureds** with prejudice; and (ii) without incurring **Claim Expenses** and/or **Damages** in excess of the Retention.
- (6) *When the **Insurer's Duty To Defend Ends**:*

No **Insured** may admit liability or settle any **Claim** or incur any cost or expense without the written consent of the **Insurer**. The **Insurer** shall not be obligated to pay any **Damages** or **Claim Expenses** or to undertake or continue defense of any **Claim** after an **Insured** refuses to consent to any settlement recommended by the **Insurer** and acceptable to the claimant, and the liability of the **Insurer** after such refusal shall not exceed the amount for which the **Claim** could have been settled, plus **Claim Expenses** incurred with the **Insurer's** consent up to the date of such refusal.

The **Insurer** shall not be obligated to pay any **Damages** or **Claim Expenses** or to undertake or continue defense of any **Claim** after the **Policy Damages Limit of Liability** has been exhausted by payment of **Damages** or after deposit of the applicable limit of the **Insurer's** liability in a court of competent jurisdiction, and in such case the **Insurer** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.

2. DEFINITIONS

- (a) **Application** means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other documents submitted in connection with the underwriting of this policy or the underwriting of any other School Leaders Errors and Omissions (or equivalent) policy issued by the **Insurer**, or any of its affiliates, of which this policy is a renewal, replacement or which it succeeds in time.
- (b) **Bodily Injury** means physical injury, sickness or disease (other than emotional distress or mental anguish), including death resulting therefrom.
- (c) **Claim** means:
 - (1) a written or oral demand for money, services, non-monetary relief or injunctive relief;
 - (2) an administrative proceeding that is not defined as a **Suit**; or
 - (3) a **Suit**.
- (d) **Claim Expenses** means reasonable and necessary:
 - (1) fees and disbursements charged by an attorney appointed or approved in writing by the **Insurer**;
 - (2) other fees, costs and expenses incurred in the defense of a **Suit** or the investigation of a **Claim** in accordance with Coverages B(3) and B(4),incurred either by the **Insurer** or by the **Insured** with the **Insurer's** written consent. **Claim Expenses** shall also include premiums for any appeal bond on a covered judgment, attachment bond, or similar bond but without any obligation to apply for or furnish any such bond, resulting from the investigation, adjustment, defense, and appeal of a **Claim** against any **Insured**; provided, however, that **Claim Expenses** shall not include **Insured's** compensation.
- (e) **Damages** means any amount that an **Insured** shall be legally required to pay because of judgments or for settlements; provided that **Damages** shall not include: (1) any amounts for which the **Insured** is not financially liable or for which there is no legal recourse against the **Insured**; (2) the cost and expenses of complying with an injunction or other form of equitable relief including, but not limited to, complying with the Americans with Disabilities Act (hereinafter referred to as "ADA") or any liability or costs incurred by any **Insured** to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person; (3) the reimbursement of tuition, books, transportation expenses and other fees associated with educational activities; (4) any liability or costs incurred in connection with any educational, sensitivity, or other training program, policy or seminar relating to a **Claim** alleging discrimination or other **Employment Practices Violation**; (5) any amount that an **Insured** shall be required to pay pursuant to an **IEP Hearing** award, other than prevailing party fees; (6) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation in a settlement or judgment for an **Employment Practice Violation**; or (7) matters that may be deemed uninsurable under the law pursuant to which this policy shall be construed.

Damages also means with respect to a covered judgment:

- (1) punitive, exemplary and multiple damages (where insurable by law);
 - (2) front pay and back pay;
 - (3) pre-judgment interest; and
 - (4) post-judgment interest that accrues after entry of judgment and before the **Insurer** has paid, offered to pay or deposited in court that covered part of the judgment within the applicable limit of liability.
- (f) **Domestic Partner** means any natural person legally recognized as a domestic or civil union partner under: (1) the provisions of any applicable federal, state, or local law; or (2) the provisions of any formal program established by the **School Entity**.
 - (g) **EEOC Proceeding** means an Equal Employment Opportunity Commission (or similar state, local or foreign agency) proceeding commenced after the **Expanded Coverage First Inception Date** by the

filing of a notice of charges, service of complaint or similar document of which notice has been given to an **Insured**.

(h) **Employee** means any past, present or future employee of the **School Entity**, including any full-time, part-time, seasonal and temporary employee or volunteer of the **School Entity**. An individual who is leased to the **School Entity** and any other individual who is contracted to perform work for the **School Entity**, or who is an independent contractor for the **School Entity** shall also be an **Employee**, but only if the **School Entity** provides or is required to provide indemnification to such individual, in the same manner as that provided to the **School Entity's** employees, pursuant to a written contract signed prior to such individual's commission of a **Wrongful Act**.

(i) **Employment Practices Violation(s)** means any actual or alleged:

- (1) wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied contract;
- (2) harassment (including sexual harassment whether "quid pro quo," hostile work environment or otherwise);
- (3) discrimination (including, but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
- (4) **Retaliation**;
- (5) employment-related misrepresentation(s) to an **Employee** or applicant for employment with the **School Entity**;
- (6) wrongful failure to employ or promote;
- (7) wrongful deprivation of career opportunity with the **School Entity**, wrongful demotion or negligent **Employee** evaluation, including the giving of negative or defamatory statements in connection with an **Employee** reference to a prospective employer;
- (8) wrongful discipline;
- (9) failure to grant tenure;
- (10) failure to provide or enforce adequate or consistent policies and procedure relating to any **Employment Practices Violation**;
- (11) employment-related misrepresentation(s) to an **Employee** or applicant for employment with the **Organization**;
- (12) employment-related libel, slander, humiliation, or defamation; or
- (13) violation of an individual's civil rights relating to any of the above;

but only if the **Employment Practices Violation** relates to an **Employee**, or applicant for employment with the **School Entity** whether direct, indirect, intentional or unintentional.

(j) **Expanded Coverage** means coverage for: (1) the defense of **EEOC Proceedings**, **IEP Hearings** and/or arbitrations, including **Claim Expenses** resulting therefrom, and (2) **Damages** resulting from **EEOC Proceedings** and/or arbitrations.

(k) **Expanded Coverage First Inception Date** means the date set forth in Item 6(b) of the Declarations.

(l) **Expanded Coverage Retroactive Date** means the date set forth in Item 7 of the Declarations.

(m) **Extended Reporting Period** means whichever **Extended Reporting Period** described in Clause 9, if any, is applicable.

(n) **Failure(s) of Security** means:

- (1) the actual failure and inability of the security of the **School Entity's** computer system to mitigate loss from or prevent a computer attack; or
- (2) physical theft of hardware or firmware controlled by the **School Entity** (or components thereof) on which electronic data is stored, by a person other than an **Insured**, from a premises occupied and controlled by the **School Entity**.

- (o) **Fixed Works** includes audiovisual works, copies, literary works, motion pictures, phonorecords, pictorial, graphic and sculptural works, sound recordings, works of visual art, lesson plans, or course packs.
- (p) **Fungus(i)** includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including **Molds**, rusts, mildews, smuts, and mushrooms.
- (q) **IEP** means an individual education plan to address the special educational needs of a student with disabilities that is developed by the: (1) **School Entity**; and (2) parent(s) or guardian(s) of a student.
- (r) **IEP Hearing** means a due process hearing: (1) conducted by an impartial officer; (2) arranged at the request of a parent(s) or guardian(s); and (3) regarding an **IEP**.
- (s) **Insured** means: (1) the **School Entity**; (2) the Board of Education of the **School Entity** or other governing board or body of the **School Entity**, including the Board of Regents, Board of Trustees or Board of Directors; and (3) any **Individual Insured**.
- (t) **Individual Insured** means any past, present or future duly elected or appointed director, officer, trustee, trustee emeritus, executive director, department head, member of the Board of Regents, member of the Board of Education, staff, faculty, student teacher, student intern or faculty member (salaried or non-salaried) of the **School Entity**, any **Employee**, or any **Outside Entity Executive**. Coverage will automatically apply to all new persons who become **Individual Insureds** after the inception date of this policy.
- (u) **Insurer** means the insurer named in the Declarations.
- (v) **Mold(s)** includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and **Fungi** that produce **Molds**.
- (w) **Named School Entity** means the school, school district, college, university, or other academic entity stated in Item 1 of the Declarations.
- (x) **Non-Employment Discrimination** means any actual or alleged harassment or unlawful discrimination, as described in subparagraphs 2(i)(2) and 2(i)(3) of the Definition of **Employment Practices Violation**, or the violation of the civil rights of a person relating to such harassment or discrimination, when such acts are alleged to be committed against anyone other than an **Individual Insured** or applicant for employment with the **School Entity**, including, but not limited to, students and parents.
- (y) **Outside Entity Executive** means any director, trustee, trustee emeritus or governor (or equivalent position) of the **School Entity**, who is or was acting at the specific request or direction of the **School Entity** as a director, trustee, trustee emeritus or governor (or equivalent position) in an **Outside Entity**. It is understood and agreed that, in the event of a disagreement between the **School Entity** and an individual as to whether such individual was acting "at the specific request or direction of the **School Entity**," this policy shall abide by the determination of the **School Entity** on this issue and such determination shall be made by written notice to the **Insurer** within ninety (90) days after the **Claim** is first reported to the **Insurer** pursuant to the terms of the policy. In the event no determination is made within such period, this policy shall apply as if the **School Entity** determined that such **Individual Insured** was not acting at the **School Entity's** specific request or direction.
- (z) **Outside Entity** means any non-profit corporation, community chest, fund or foundation that is not included in the Definition of **School Entity** and that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- (aa) **Policy Damages Limit of Liability** means the aggregate limit of liability for **Damages** set forth as such in Item 3(a) of the Declarations.
- (bb) **Policy First Inception Date** means the date set forth in Item 6(a) of the Declarations.

- (cc) **Policy Period** means the period from the effective date of this policy to the expiration date or earlier cancellation date of this policy.
- (dd) **Pollutants** means, but is not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, asbestos, dust, fibers, **Mold, Spores, Fungi**, germs, lead, soot, fumes, acids, alkalis, chemicals and Waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.
- (ee) **Private Information** means any confidential or personally identifiable information.
- (ff) **Property Damage** means damage to, or destruction of tangible or intangible property, including the loss of use thereof, or the loss of use of tangible or intangible property which has not been damaged or destroyed.
- (gg) **Retaliation** means a retaliatory act of an **Insured** alleged to be in response to any of the following activities: (1) the disclosure or threat of disclosure by an **Employee** to a superior or to any governmental agency of any act by an **Insured** which is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (2) the actual or attempted exercise by an **Employee** of any right that such **Employee** has under law, including rights under worker's compensation laws, the Family and Medical Leave Act, the ADA or any other law relating to employee rights; (3) the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower" law; or (4) **Employee** strikes.
- (hh) **Related Wrongful Act** means a **Wrongful Act** which is the same, related or continuous, or **Wrongful Act** which arises from a common nucleus of facts. **Claims** can allege **Related Wrongful Acts** regardless of whether such **Claims** involve the same or different claimants, **Insureds** or legal causes of action.
- (ii) **School Entity** means: (1) the **Named School Entity**; and (2) any **Subsidiary** thereof.
- (jj) **Separate Limit of Liability** means any limit of liability set forth in Item 3(b) of the Declarations.
- (kk) **Spore(s)** means any dormant or reproductive body produced by or arising or emanating out of any **Fungus(i), Mold(s)**, mildew, plants, organisms or microorganisms.
- (ll) **Subsidiary** means:
- (1) any organization of which, on or before the inception date of the **Policy Period**, the **Named School Entity** owns more than fifty percent (50%) of the voting interest, either directly, or indirectly through one or more of its **Subsidiaries**, or has, on or before the inception of the **Policy Period**, the right to elect or appoint more than fifty percent (50%) of the voting directors, or trustees, either directly or indirectly through one or more of its **Subsidiaries**;
 - (2) automatically any not-for-profit organization which becomes a **Subsidiary** during the **Policy Period** and of which the book value of such entity's assets determined in accordance with Generally Accepted Accounting Principles ("GAAP") totals less than 30% of the similarly calculated assets of the **Named School Entity** as of the inception date of the **Policy Period**; or
 - (3) any for-profit organization which becomes a **Subsidiary** during the **Policy Period** and of which the book value of such entity's assets determined in accordance with "GAAP" totals less than 20% of the similarly calculated assets of the **Named School Entity** as of the inception date of the **Policy Period**.

With regard to subparagraphs (2) and (3) above, the **Named School Entity** shall provide the **Insurer** with full particulars of the **Subsidiary** before the end of the **Policy Period**.

Any organization which becomes a **Subsidiary** during the **Policy Period**, but which exceeds the asset limitations stated in subparagraphs (2) or (3) above, shall be provided coverage under this policy, but only upon the condition that within 90 days after the date of its becoming a **Subsidiary**, the **Named School Entity** shall have provided the **Insurer** with full particulars of the new **Subsidiary** and agreed to any additional premium or amendment of the provisions of this policy required by the **Insurer** relating to such new **Subsidiary**. Further, the coverage as shall be afforded to the new **Subsidiary** is conditioned upon the **Named School Entity** paying when due any additional premium required by the **Insurer** relating to such new **Subsidiary**.

An organization becomes a **Subsidiary** when the **Named School Entity** owns more than fifty percent (50%) of the voting interest, either directly, or indirectly through one or more of its **Subsidiaries**, or has, on or before the inception date of the **Policy Period**, the right to elect or appoint more than fifty percent (50%) of the voting directors, or trustees, either directly or indirectly through one or more of its **Subsidiaries**.

In all events, such coverage as is afforded under this policy with respect to a **Claim** made against any **Subsidiary**, or any **Individual Insured** of a **Subsidiary**, shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.

(mm) **Suit** means:

- (1) a civil proceeding for monetary, non-monetary or injunctive relief that is commenced by service of a complaint or similar pleading;
- (2) an arbitration proceeding in which **Damages** are alleged and to which an **Insured** must submit or does submit with the **Insurer's** prior written consent;
- (3) an **EEOC Proceeding**; or
- (4) an **IEP Hearing**.

In no event shall "**Suit**" include any labor or grievance proceeding which is subject to a collective bargaining agreement.

(nn) **Vicarious liability** means liability attributed to the **School Entity** for any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Employment Practices Violation** or **Non-Employment Discrimination** by any independent contractor or leased employee that is not an **Individual Insured**.

(oo) **Wrongful Act** means:

- (1) with respect to **Individual Insureds**, other than **Outside Entity Executives**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Employment Practices Violation** or **Non-Employment Discrimination** by such **Insureds** in his or her respective capacities as such, or any matter claimed against such **Individual Insured** solely by reason of his or her status as any of the capacities listed in the Definition of **Individual Insured** of the **School Entity**;
- (2) with respect to the **School Entity**, the Board of Education of the **School Entity**, or other governing board or body of the **School Entity**, including the Board of Regents, Board of Trustees or Board of Directors, (i) any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Employment Practices Violation** or **Non-Employment Discrimination** by or on behalf of the **School Entity**, the Board of Education of the **School Entity**, or other governing board or body of the **School Entity** in the performance of duties; or (ii) any **Vicarious Liability**; and
- (3) with respect to **Outside Entity Executives**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, or omission, in his or her capacity as such or any matter claimed against such **Outside Entity Executive** solely by reason of his or her status as such;

provided, however, that:

- (1) **Wrongful Act** shall not mean and this policy shall not cover any actual or alleged breach of duty, neglect, error, or omission that results in: (a) a **Failure of Security** or (b) wrongful disclosure of **Private Information**; and
- (2) with respect to any **EEOC Proceeding**, **IEP Hearing** or arbitration made against an **Insured** that has not progressed into a **Suit** as defined in paragraph 2(mm)(1), **Wrongful Act** shall not mean any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Employment Practices Violation** or **Non-Employment Discrimination** committed, omitted or occurring prior to the **Expanded Coverage Retroactive Date**.

3. SPOUSAL, DOMESTIC PARTNER AND LEGAL REPRESENTATIVE COVERAGE EXTENSION

Subject otherwise to the terms hereof, the policy shall cover **Claims** made against the estates, heirs, or legal representatives of deceased **Individual Insureds**, and the legal representatives of **Individual Insureds** in the event of an **Individual Insured's** incompetency, insolvency or bankruptcy, who were **Individual Insureds** at the time the **Wrongful Acts** upon which such **Claims** are based were committed.

Subject otherwise to the terms hereof, this policy shall cover **Claims** made against the lawful spouse or **Domestic Partner** of an **Individual Insured** for all **Claims** arising solely out of his or her status as the spouse or **Domestic Partner** of an **Individual Insured**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the **Individual Insured** and the spouse or **Domestic Partner**, or property transferred from the **Individual Insured** to the spouse or **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any **Wrongful Act** of the spouse or **Domestic Partner**, but shall apply only to **Claims** arising out of the **Wrongful Acts** of an **Individual Insured**, subject to the policy's terms, conditions and exclusions.

4. EXCLUSIONS

This policy does not cover any **Claim**:

- (a) alleging, arising out of or resulting, directly or indirectly, from any (1) dishonest, fraudulent, criminal or malicious act or omission, or (2) intentional or knowing violation of the law, or (3) profit, remuneration or pecuniary advantage to which an **Insured** was not legally entitled (the foregoing referenced in sub-paragraphs 4(a)(1), 4(a)(2) and 4(a)(3) shall be referred to as "**Excluded Conduct**"); provided, however, that: (i) the **Insurer** will defend a **Suit** alleging both (1) any of the **Excluded Conduct** and (2) **Wrongful Act(s)** not otherwise excluded until there is a judgment against or final adjudication against any **Insured** with respect to the **Excluded Conduct**, at which time the **Insured** must defend the **Suit** at its own expense and shall reimburse the **Insurer** for **Claim Expenses**; provided, however, that the **Insurer** will not defend such **Suits** if they allege any **Excluded Conduct** that has been the subject of any criminal proceeding in which an **Insured** has been found guilty, or pleaded nolo contendere or no contest;

For the purpose of determining the applicability of the foregoing exclusion 4(a), the **Wrongful Act** of an **Individual Insured** shall not be imputed to any other **Individual Insured** and only facts pertaining to and knowledge possessed by any past, present or future trustees, officers, or directors of the **School Entity**, or members of the Board of Regents or Board of Education of the **School Entity**, shall be imputed to the **School Entity**;

- (b) alleging, arising out of or resulting, directly or indirectly, from (1) false arrest, detention or imprisonment, (2) libel, slander or defamation of character, (3) assault or battery, (4) malicious prosecution or abuse of process, (5) wrongful entry or eviction, or invasion of any right of privacy, or (6) any allegation relating to the foregoing exclusions in subparagraphs (1) through (5) that an **Insured** negligently employed, investigated, supervised or retained any person, or based on an alleged

practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages** or **Claim**; provided, however, subparagraphs (1) and (2) shall not apply to any **Claim** alleging an **Employment Practices Violation** or any liability attributed to the **School Entity** by an **Individual Insured** employed as a security officer;

- (c) alleging, arising out of or resulting, directly or indirectly, from (1) **Bodily Injury** (2) **Property Damage**, or (3) any allegation relating to the foregoing exclusions in subparagraphs (1) and (2) that an **Insured** negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages** or **Claim**;
- (d) alleging, arising out of or resulting, directly or indirectly, from alleged (1) sexual molestation or (2) sexual abuse including any alleged direct sexual activity or (3) any allegation relating to the foregoing exclusions in subparagraphs (1) and (2) that an **Insured** negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages** or **Claim**;
- (e) alleging, arising out of or resulting, directly or indirectly, from the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption (the foregoing shall be referred to as "**Failure to Maintain Insurance**"); provided, however, the **Insurer** will defend a **Suit** alleging **Failure to Maintain Insurance** until there is a judgment against, final adjudication against, adverse finding of fact against, or adverse admission by, any **Insured**, with respect to the **Failure to Maintain Insurance**;
- (f) alleging, arising out of or resulting, directly or indirectly, from any misappropriation of trade secret or infringement of patent, copyright, trademark, trade dress or any other intellectual property right;
- (g) alleging, arising out of or resulting, directly or indirectly, from (1) the publication, in a digital or digitized format, of **Fixed Works**; or (2) infringement upon any actual or alleged right to control: (i) the creation of compilations of any **Fixed Work**; or (ii) publication of component parts of **Fixed Work**, including individual compositions from an album or compact disk or a combination of compositions consisting of some, but not all, of the original **Fixed Work**;
- (h) alleging, arising out of or resulting, directly or indirectly, from:
 - (1) the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or
 - (2) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- (i) alleging, arising out of or resulting, directly or indirectly, from a breach of fiduciary duty, responsibility or obligation in connection with any employee benefit or pension plan, or to any amount due under any fringe benefit or retirement program (the foregoing shall be referred to as "**Breach of Fiduciary Duty**"); provided, however, the **Insurer** will defend a **Suit** alleging both: (1) a **Breach of Fiduciary Duty**; and (2) **Wrongful Act(s)** not otherwise excluded until one of the following occurs: (i) there is a judgment against, final adjudication against, adverse finding of fact against, or adverse admission by, any **Insured**, with respect to the **Breach of Fiduciary Duty**; or (ii) **Claim Expenses** up to the amount stated in Item 3(b)(4) of the Declarations ("**Breach of Fiduciary Duty Limit of Liability**"), at which time the **Insureds** must defend the **Suit** at their own expense;
- (j) brought by, or on behalf of:
 - (1) one **Insured** against another **Insured**;

- (2) any entity that is owned, managed or operated, directly or indirectly, in whole or in part, by the **School Entity**; or
- (3) any parent company, subsidiary, director, officer, partner, trustee, successor or assignee of the **School Entity**, or anyone affiliated with the **School Entity** through common majority ownership or control;

provided, however, this exclusion shall not apply to any **Claim**: (1) alleging an **Employment Practices Violation** brought by or on behalf of any **Individual Insured**; or (2) brought by an **Individual Insured** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of, and results directly from a **Claim** that is covered by this policy;

- (k) alleging, arising out of or resulting, directly or indirectly, from the failure to integrate or desegregate the student enrollment or participation in any **School Entity** (the foregoing shall be referred to as "**Desegregation**"); provided, however, the **Insurer** will defend a **Suit** alleging both: (1) **Desegregation**; and (2) **Wrongful Act(s)** not otherwise excluded until one of the following occurs: (i) there is a judgment against, final adjudication against, adverse finding of fact against, or adverse admission by, any **Insured**, with respect to the **Desegregation**; or (ii) **Claim Expenses** up to the amount stated in Item 3(b)(2) of the Declarations ("**Desegregation Limit of Liability**"), at which time the **Insureds** must defend the **Suit** at their own expense;
- (l) alleging, arising out of or resulting, directly or indirectly, from any liability or obligation under any express contract or agreement or out of any breach of contract; provided, however: (1) this exclusion does not apply to: (i) any liability or obligation an **Insured** would have in the absence of such contract or agreement; or (ii) **Claim Expenses** for express, written employment contracts; and (2) the **Insurer** will defend a **Suit** alleging breach of contract until one of the following occurs: (i) there is a judgment against, final adjudication against, adverse finding of fact against, or adverse admission by, any **Insured**, with respect to the breach of contract or (ii) **Claim Expenses** up to the amount stated in Item 3(b)(3) of the Declarations ("**Breach of Contract Limit of Liability**"), at which time the **Insured** must defend the **Suit** at its own expense;
- (m) alleging, arising out of or resulting, directly or indirectly, from, as of the **Policy First Inception Date**, any pending or prior: (1) **Claim**, demand, **Suit**, arbitration, mediation or litigation; or (2) administrative, bankruptcy or regulatory proceeding or investigation, of which any **Insured** had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior **Claim**, demand, **Suit**, arbitration, mediation or litigation or administrative, bankruptcy or regulatory proceeding or investigation;
- (n) alleging, arising out of or resulting, directly or indirectly, from the facts alleged, or to the same **Wrongful Act** or **Related Wrongful Act** alleged or contained, in any **Claim** which has been reported, or in any circumstances of which notice has been given under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (o) alleging, arising out of or resulting, directly or indirectly, from any **Wrongful Act**, circumstance or event committed, omitted or occurring prior to the **Policy First Inception Date**, if on or before the **Policy First Inception Date** any **Insured** knew or could have reasonably foreseen that such **Wrongful Act**, circumstance or event could lead to a **Claim**;
- (p) for any **Wrongful Act** arising out of an **Individual Insured** serving as an **Outside Entity Executive**, if such **Claim** is brought by the **Outside Entity** or by any director, officer, trustee, trustee emeritus or governor thereof;
- (q) alleging, arising out of or resulting, directly or indirectly, from any:
 - (1) purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended;

- (2) violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended;
 - (3) antitrust violations, restraint of trade, or unfair competition, or violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, as amended;
 - (4) regulation promulgated under the foregoing laws; or
 - (5) any federal, state, local or foreign laws (a) similar to the foregoing laws (including "Blue Sky" laws) or (b) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law;
- (r) alleging, arising out of or resulting, directly or indirectly, from, as of the **Expanded Coverage First Inception Date**, any pending or prior: (1) **EEOC Proceeding, IEP Hearing** or arbitration, of which any **Insured** had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior **EEOC Proceeding, IEP Hearing** or arbitration; provided, however, that this exclusion shall not apply to a pending or prior **EEOC Proceeding, IEP Hearing** or arbitration that progresses to a **Suit** as defined in 2(mm)(1) and is reported to the **Insurer** as required in Clause 7;
- (s) alleging, arising out of or resulting, directly or indirectly, from any obligation pursuant to any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; provided, however, this exclusion shall not apply to a **Claim for Retaliation**; or
- (t) alleging, arising out of or resulting, directly or indirectly, from violation(s) of any of the responsibilities, obligations or duties imposed by the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder and amendments thereto or any similar federal, state, local or foreign statutory law or common law.

It is acknowledged that **claims** for violation(s) of any of the responsibilities, obligations or duties imposed by "similar federal, state, local or foreign statutory law or common law," as such quoted language is used in the immediately-preceding paragraph, include, without limitation, any and all **claims** which in whole or in part allege, arise out of, are based upon, are attributable to, or are in any way related to any of the circumstances described in any of the following:

- (1) the refusal, failure or inability of any **Insured(s)** to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered or time spent in connection with work related activities (as opposed to tort-based back pay or front pay damages for torts other than conversion);
- (2) improper deductions from pay taken by any **Insured(s)** from any **Employee(s)** or purported employee(s); or
- (3) failure to provide or enforce legally required meal or rest break periods.

Notwithstanding the foregoing, this exclusion shall not apply to the extent that a **Claim** is for **Retaliation**.

5. POLICY DAMAGES LIMIT OF LIABILITY; SEPARATE LIMIT OF LIABILITY

The **Insurer's** total liability for all **Damages**, in the aggregate, regardless of the number of persons, occurrences, **Claims** or entities covered by this policy, or claimants or **Claims** brought against any **Insured**, shall not exceed the **Policy Damages Limit of Liability**.

Claims Expenses do not reduce the **Policy Damages Limit of Liability**. Each **Separate Limit of Liability** shall be in addition to, and not part of, the **Policy Damages Limit of Liability** or any other **Separate Limit of Liability**.

The **Insurer's** total liability for **Claim Expenses** arising from any and all **IEP Hearings** shall not exceed the **IEP Hearing Limit of Liability**.

The **Insurer's** total liability for **Claim Expenses** arising from any and all **Desegregation** shall not exceed the **Desegregation Limit of Liability**.

The **Insurer's** total liability for **Claim Expenses** arising from any and all **Breach of Contract** shall not exceed the **Breach of Contract Limit of Liability**.

The **Insurer's** total liability for **Claim Expenses** arising from any and all **Breach of Fiduciary Duty** shall not exceed the **Breach of Fiduciary Duty Limit of Liability**.

The inclusion herein of more than one **Insured** shall not increase the **Policy Damages Limit of Liability** or the applicable **Separate Limit of Liability** (if any) of the **Insurer**. Further, a **Claim** that is made subsequent to the **Policy Period** or **Extended Reporting Period** (if applicable), which pursuant to Clause 7(b) is considered made during the **Policy Period** or **Extended Reporting Period**, shall also be subject to the **Policy Damages Limit of Liability** and applicable **Separate Limit of Liability** (if any).

If additional **Claims** are subsequently made which arise out of the same **Wrongful Act** or **Related Wrongful Act(s)**, then all such **Claims**, whenever made, shall be considered first made within the **Policy Period** or the **Extended Reporting Period** in which the earliest **Claim** arising out of such **Wrongful Act** or **Related Wrongful Act(s)** was first made and reported to the **Insurer**, and all such **Claims** shall be subject to one such **Policy Damages Limit of Liability**.

6. RETENTION

Subject to the **Policy Damages Limit of Liability**, exclusions and other terms of this policy, the **Insurer** shall only be liable for those **Damages** and **Claim Expenses** that are in excess of the Retention amounts stated in Item 4 of the Declarations.

In the event a **Claim**, other than a **Claim** that is made as an **IEP Hearing** and progresses to a **Suit** as defined in paragraph 2(mm)(1), triggers more than one Retention amount, then, as to that **Claim**, the highest of such Retention amounts shall be deemed the Retention amount applicable to **Claim Expenses** and/or **Damages** arising from such **Claim**.

In the event a **Claim** is made as an **IEP Hearing** and progresses to a **Suit** as defined in paragraph 2(mm)(1), then, as to that **Claim** the greater of either the **IEP Hearing Retention**, as stated in Item 4(c) of the Declarations or the **Wrongful Act Retention**, as stated in Item 4(a) of the Declarations, shall be deemed the Retention amount applicable to **Claim Expenses** and/or **Damages** arising from such **Claim**.

The Retention shall apply to each **Wrongful Act** or **Related Wrongful Acts** and shall be borne by the **School Entity** and remain uninsured. The **Insurer** may direct the **School Entity** to make partial or full payment of the Retention to others.

7. NOTICE / CLAIM REPORTING PROVISIONS

(a) Notice hereunder shall be given in writing to the addressee and at the address identified in Item 8 of the Declarations. Notice shall include and reference this policy number as indicated in the Declarations. If mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice. If mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

(b) For all coverage under this policy:

(1) before coverage will apply, notice in writing of a **Claim** made against an **Insured** must be given to the **Insurer** as soon as practicable either:

(a) during the **Policy Period** or any applicable **Extended Reporting Period**; or

- (b) within thirty (30) days after the end of the **Policy Period**, as long as such **Claim** is reported no later than thirty (30) days after the **Claim** was first made against an **Insured** provided that renewal or replacement coverage for the next succeeding **policy period** has been purchased from the **Insurer** (the "**Post Policy Reporting Period**");
- (2) if notice pursuant to Subparagraph 7(b)(1) above has been given to the **Insurer**, then any **Claim** which is subsequently made against an **Insured** and reported to the **Insurer** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** for which such notice has been given, or alleging any **Wrongful Act** which is the same as or a **Related Wrongful Act** to that alleged in the **Claim** of which such notice has been given, shall be considered related to the first **Claim** and made at the time such notice was given; and
- (3) if during the **Policy Period** or during an applicable **Extended Reporting Period** an **Insured** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against an **Insured** for a **Wrongful Act** that occurs prior to the end of the **Policy Period**, and, during the **Policy Period** or any applicable **Extended Reporting Period** written notice is given to the **Insurer** of (i) such circumstances, (ii) the **Wrongful Act** allegations that are anticipated, and (iii) the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then any **Claim** that is subsequently made against an **Insured** arising out of such **Wrongful Act**, or the same **Wrongful Act** or **Related Wrongful Acts**, shall be treated as a **Claim** made against such **Insured** and reported to the **Insurer** at the time such notice of such circumstances was given.

8. WHAT INSURED MUST DO IN THE EVENT OF A CLAIM

- (a) In addition to providing notice as required in this policy, the **Insured** must also:
- (1) send the **Insurer** copies of all demands, suit papers, other legal documents and invoices for **Claim Expenses** received by such **Insured**, as soon as practicable;
 - (2) immediately record the specifics of any **Claim** and the date such **Insured** first received such **Claim**;
 - (3) upon the **Insurer's** request, furnish to the **Insurer** any and all documentation within the possession of the **Insured**; and
 - (4) give to the **Insurer**, and to any counsel the **Insurer** selects to represent an **Insured** in connection with a **Claim**, full cooperation and such information as the **Insurer** or the counsel may require, including, but not limited to, assisting the **Insurer** or the counsel in: (i) any investigation of a **Claim**, or other matter relating to the coverage afforded under this policy (including submission to an examination by the **Insurer** or the **Insurer's** designee, under oath if required by the **Insurer**); (ii) making settlements; (iii) enforcing any legal rights any **Insured** or the **Insurer** may have against any person or entity who may be liable to an **Insured**; (iv) attending depositions, hearings and trials; (v) securing and giving evidence, and obtaining the attendance of witnesses; and (vi) any inspection or survey conducted by the **Insurer**.

9. EXTENDED REPORTING PERIOD

- (a) *Automatic Extended Reporting Period:* If the **Insurer** or the **Named School Entity** shall cancel or refuse to renew this policy and the **Named School Entity** does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Named School Entity** shall have the right to a period of sixty (60) days following the effective date of such cancellation or non-renewal (the "**Automatic Extended Reporting Period**") in which to give written notice to the **Insurer** of any **Claim** made against the **Insured** during said sixty (60) day period for any **Wrongful Act** committed before the end of the **Policy Period**. This **Automatic Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **School Entity**.
- (b) *Optional Extended Reporting Period:* If the **Insurer** or the **Named School Entity** shall cancel or refuse to renew this policy, the **Named School Entity** shall have the right to a period of up to three (3) years following the effective date of such cancellation or nonrenewal (an "**Extended Reporting Period**"), upon payment of an additional premium amount:

- (1) for a one (1) year **Extended Reporting Period**, up to one hundred percent (100%) of the annualized policy premium,
- (2) for a two (2) year **Extended Reporting Period**, up to one hundred and fifty percent (150%) of the annualized policy premium, or
- (3) for a three (3) year **Extended Reporting Period**, up to two hundred percent (200%) of the annualized policy premium,

in which to give written notice to the **Insurer** of any **Claim** made against the **Insured** during said **Extended Reporting Period** and solely with respect to a **Wrongful Act** committed prior to the end of the **Policy Period** and otherwise covered by this policy. This right shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within thirty (30) days after the effective date of cancellation or non-renewal. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. If the **Named School Entity** exercises its right to purchase an **Extended Reporting Period**, that period incepts at the end of the **Policy Period** and there shall be no **Automatic Extended Reporting Period**.

As used herein, the term "annualized policy premium" means the premium set forth in Item 5 of the Declarations plus any additional premium charged in connection with any additional coverage added by endorsement.

10. CANCELLATION CLAUSE

This policy may be cancelled by the **Named School Entity** by surrender of this policy or by giving written notice to the **Insurer** stating when thereafter such cancellation shall be effective. This policy may also be cancelled by the **Insurer** by delivering to the **Named School Entity** or by mailing to the **Named School Entity** by registered, certified, or other first class mail, at the address shown in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. However, if the **Insurer** cancels this policy because the **Named School Entity** has failed to pay a premium when due by mailing written notice of cancellation to the **Named School Entity** by registered, certified, or other first class mail, at the address shown in Item 1 of the Declarations, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this policy shall terminate at the date and hour specified in such notice.

If this policy shall be cancelled by the **Named School Entity**, the **Insurer** shall retain the customary short rate proportion of the premium hereon. If this policy shall be cancelled by the **Insurer**, the **Insurer** shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

11. REIMBURSEMENT OF THE INSURER

If the **Insurer** has paid any **Damages** in excess of the **Policy Damages Limit of Liability** or **Damages** and/or **Claim Expenses** in excess of any applicable **Separate Limit of Liability** or within the applicable Retention, the **School Entity** shall be liable to the **Insurer** for any and all such amounts and, upon demand, shall pay such amounts to the **Insurer**.

12. SUBROGATION

In the event of any payment under this policy, the **Insurer** shall be subrogated to the **Insured's** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights for the **Insurer**. The **Insured** shall do nothing to prejudice such rights. Any amount recovered in excess of the **Insurer's** total payment shall be restored to the **Insured**, less the cost to the **Insurer** of recovery.

13. OTHER INSURANCE

Such insurance as is provided under this policy shall apply only as excess over any other valid and collectible insurance, self insurance, or indemnification or any similar agreement, whether such other insurance or agreement is stated to be primary, pro rata, contributory, excess, contingent or otherwise.

In the event of a **Claim** against an **Insured** arising out of his or her service as an **Outside Entity Executive**, or a **Claim** against an **Insured** for the **Insured's** liability with respect to a leased **Employee** as described in the Definition of "**Employee**," coverage as is afforded by this policy shall be specifically excess of indemnification provided by such **Outside Entity** or such leasing company and any insurance provided to such **Outside Entity** or such leasing company.

Further, in the event other insurance is provided to an **Outside Entity** or leasing company referenced in the above paragraph by the **Insurer** or any member company of American International Group, Inc. (AIG) (or would be provided but for the application of the Retention amount, exhaustion of the **Policy Damages Limit of Liability** or failure to submit a notice of a **Claim**) then the **Insurer's** maximum aggregate **Policy Damages Limit of Liability** for all Losses combined in connection with a **Claim** covered, in part or in whole, by this policy and such other insurance policy issued by AIG, shall not exceed the greater of the **Policy Damages Limit of Liability** or any applicable **Separate Limit of Liability** of this policy or the limit of liability of such other AIG insurance policy.

14. NOTICE AND AUTHORITY

By the acceptance of this policy, the **Named School Entity** agrees to act on behalf of all **Insureds** with respect to the giving of notice of **Claim**, the giving or receiving of notice of cancellation or non renewal, the payment of premiums and the receiving of any premiums that may become due under this policy. All **Insureds** agree that the **Named School Entity** shall act on their behalf.

15. ACTION AGAINST THE INSURER

No action shall lie against the **Insurer** unless, as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this policy, nor until the amount of the obligation of the **Insured** to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Insurer**.

Any **Insured** or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No **Insured** shall have any right under this policy to join the **Insurer** as a party to any action against other **Insureds** or the **School Entity** to determine the **Insureds'** liability, nor shall the **Insurer** be impleaded by the **Insureds** or the **School Entity** or their legal representatives. Bankruptcy or insolvency of the **Insured** or the estate of the **Insured** shall not relieve the **Insurer** of any obligation hereunder.

16. POLICY TERRITORY

Unless prohibited by law, this policy applies to **Wrongful Acts** committed anywhere in the world provided the **Claim** is made in the United States of America, its territories or possessions, or Canada.

17. ALTERNATIVE DISPUTE RESOLUTION PROCESS

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It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this policy, whether arising before or after termination of this policy, including any determination of the amount of **Damages** and **Claim Expenses**, must first be submitted to the non-binding mediation process as set forth in this Clause.

The non-binding mediation will be administered by any mediation facility to which the **Insurer** and the **Named School Entity** mutually agree, in which all implicated **Insureds** and **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the American Arbitration Association's ("AAA") then-prevailing Commercial Mediation Rules. The parties shall mutually agree on the selection of a mediator. The mediator shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. The mediator shall also give due consideration to the general principles of the law of the state indicated in Item 1 of the Declarations as the mailing address for the **Named School Entity** in the construction or interpretation of the provisions of this policy. In the event that such non-binding mediation does not result in a settlement of the subject dispute or difference:

- (a) either party shall have the right to commence a judicial proceeding; or
- (b) either party shall have the right, with all other parties consent, to commence an arbitration proceeding with the AAA that will be submitted to an arbitration panel of three (3) arbitrators as follows: (i) the **Insured** shall select one (1) arbitrator; (ii) the **Insurer** shall select one (1) arbitrator; and (iii) said arbitrators shall mutually agree upon the selection of the third arbitrator. The arbitration shall be conducted in accordance with the AAA's then prevailing Commercial Arbitration Rules;

provided, however, that no such judicial or arbitration proceeding shall be commenced until at least ninety (90) days after the date the non-binding mediation shall be deemed concluded or terminated. Each party shall share equally the expenses of the non-binding mediation.

The non-binding mediation may be commenced in New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; or in the state indicated in Item 1 of the Declarations as the mailing address for the **Named School Entity**. The **Named School Entity** shall act on behalf of each and every **Insured** in connection with any non-binding mediation under this Clause, the selection of arbitration or judicial proceeding and/or the selection of mediators or arbitrators.

18. HEADINGS

The descriptions in the headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.



Name of Insurance Company to which Application is made (herein called the "Insurer")

School Leaders Risk ProtectorSM Mainform Application

Professional Liability and Management Liability Insurance for Schools

NOTICE: THIS IS AN APPLICATION FOR INSURANCE WRITTEN ON A CLAIMS MADE BASIS. FURTHER NOTE THAT THE RETENTION FOR THIS POLICY SHALL APPLY TO BOTH DAMAGES AND CLAIM EXPENSES. IF A POLICY IS ISSUED, THE APPLICATION WILL BECOME PART OF THE POLICY AS IF PHYSICALLY ATTACHED. THEREFORE, IT IS NECESSARY THAT ALL QUESTIONS BE ANSWERED ACCURATELY AND COMPLETELY.

INSTRUCTIONS

"You," "Your" or "Applicant" refer individually and collectively to the Named Applicant, subsidiaries, persons, entities, and the authorized agent of all person(s) and entity(ies), proposed for this insurance. Some sections of the Application may not apply to You. If this is the case, please mark "not applicable" (N/A). In the event You need more space to fully answer a question, please attach separate sheet(s) to this Application with Your full answer and indicate the question number to which You are responding.

This Application must be signed and dated by either (a) the highest ranking elected or appointed member of the board of the Named Applicant (b) the business manager or risk manager of the Named Applicant, or (c) the Treasurer or Comptroller of the Named Applicant.

Section A. GENERAL INFORMATION

1. Named Applicant: _____
Address of Named Applicant: _____
City: _____ State: _____ Zip Code: _____
Key Contact (i.e. Risk Manager, Superintendent): _____
Key Contact E-Mail Address: _____
Telephone: _____ - _____
Web Page Address: _____
Domicile State: _____ State of Incorporation: _____

2. Applicant Type:

Type	Check all that apply
Elementary/Primary School	<input type="checkbox"/>
Middle/Junior High School	<input type="checkbox"/>
High School/Secondary School	<input type="checkbox"/>
Vocational/Technical School	<input type="checkbox"/>
Charter School	<input type="checkbox"/>
Special Education Facility	<input type="checkbox"/>
Junior/Community College	<input type="checkbox"/>
Four (4) Year College/University	<input type="checkbox"/>
Graduate School	<input type="checkbox"/>

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3. Is the Applicant a:

Public Institution? ☐

Private Institution? ☐

4. Is the Applicant a for-profit entity?

Yes ☐ No ☐

5. Please list all direct and indirect Subsidiaries. If included as an attachment herein, check here ☐.

If not applicable, please check here ☐

Name	Business or Type of Operation	Percentage of Ownership	Date Acquired or Created
_____	_____	_____	_____
_____	_____	_____	_____

Are you requesting for coverage to be extended to all Subsidiaries?

Yes ☐ No ☐

6. Is the Applicant a boarding school or does it have dormitories?

Yes ☐ No ☐

If "Yes", what percentage of the total student enrollment reside in the facilities? _____

7. If the Applicant is a college, is it a 2 or 4 year college?

_____ years.

8. Is the Applicant accredited?

Yes ☐ No ☐

If "Yes", provide the name of the accreditation association: _____

Date of Last Accreditation: _____

9. The Applicant was created in _____ (year).

10. Student Enrollment:

	Prior	Current	Projected
Full Time			
Part Time			
Pre-School			
Total			

If the Applicant is a college, please provide Total Full-Time Equivalents:

If the enrollment includes pre-school children, what is/are the age range(s)?

**Section B. FINANCIAL INFORMATION**

11. Fiscal Year _____

	Prior	Current	Projected
Total Budget			
Total Expenditures			
Surplus/Deficit			

Total accumulated surplus or deficit \$ _____

If a deficit exists, what steps are being taken to eliminate it? _____

12. Does the Applicant anticipate any special projects which will result in a substantial budget increase or decrease in the next 3 years?

12. a. Total amount of Applicant's bond authority: \$ _____

b. Total amount of outstanding bonds: \$ _____

c. Latest bond rating (provide at least one of the following):

Moody's _____

Standard and Poor's _____

Fitch's _____

If the bonds are not rated, please explain: _____

d. Has the Applicant been in default on the principal or interest of any bond? Yes ☐ No ☐

If "Yes", provide details: _____

Section C. SPECIAL EDUCATION13. Does the Applicant have Special Education Programs and/or Facilities for the developmentally, mentally, emotionally or physically disabled? Yes ☐ No ☐

If "No", describe where and/or who manages these programs/facilities:

14. How often are the students evaluated for:

Placement? _____

Adjustment to an Individual Education Plan ("IEP") based on progress? _____

Mainstreaming? _____

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15. How often over the course of a school year has the Applicant conducted a Due Process Hearing regarding an IEP ("IEP Hearing")? _____
16. Have any decisions of any IEP Hearing officer been appealed in the past twelve (12) months? Yes ☐ No ☐
If "Yes", how many were appealed? _____
Of these, how many were overturned? _____
17. Whom does the Applicant utilize for the initial IEP Hearings? In House ☐ Outside Counsel ☐
Whom does the Applicant utilize for the appeals process? In House ☐ Outside Counsel ☐
18. How many or what percentage of the Applicant's total student enrollment currently participates in a Special Education Program? _____

Section D. OPERATIONS

19. Has the Applicant established guidelines related to:
- a. procedures for suspension or dismissal of students? Yes ☐ No ☐
If "Yes", are these guidelines in writing? Yes ☐ No ☐
- b. reporting and investigating allegations of sexual harassment brought by students? Yes ☐ No ☐
If "Yes", are these guidelines in writing? Yes ☐ No ☐
20. Does the Applicant conduct seminars on preventing or identifying sexual harassment and/or instruction on the procedures to be used to report incidences of sexual harassment? Yes ☐ No ☐
If yes:
- a. Are these seminars conducted on a regular basis? Yes ☐ No ☐
- b. When was the last seminar conducted? _____
- c. Is attendance mandatory for all employees? Yes ☐ No ☐
- d. Are seminars conducted for students? Yes ☐ No ☐
21. a. Are background checks conducted on all potential employees? Yes ☐ No ☐
b. Is an offer for employment contingent upon such checks? Yes ☐ No ☐
c. Are background checks conducted on current employees? Yes ☐ No ☐
d. Are background checks conducted by the Applicant's employees? Yes ☐ No ☐
If background checks are not conducted by employees, who performs this service?

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22. Has the Applicant established guidelines for reporting any instance of suspected child abuse to the proper authorities? Yes ☐ No ☐

Are these guidelines in writing?

Yes ☐ No ☐**Section E. EMPLOYMENT PRACTICES*****Complete this section only if You are applying for Employment Practices Coverage***

23. Staff Size

Type of Employee	Number of Union Employees	Number of Non-Union Employees
Full Faculty/Instructors		
Part Time Faculty/Instructors		
Administrative personnel (including principals, assistant principals, deans and provosts)		
Other non-instructional employees (including part-time, seasonal, temporary)		
Independent contractors Applicant is required by contract to indemnify in the same manner as an employee		
Elected and/or appointed board members		
Volunteers		
Student Teachers/Student Interns		
Total		

Combined Total: _____

24. Does the Applicant have a Human Resources Department? Yes ☐ No ☐

If "Yes", provide the number of employees in the Human Resources Department: _____

If "No", explain how this function is handled: _____

25. Does the Applicant have a written human resources manual? Yes ☐ No ☐

If "Yes", does the manual address:

a. legally prohibited discrimination? Yes ☐ No ☐b. sexual and non-sexual harassment? Yes ☐ No ☐

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- c. employee disciplinary actions? Yes ☐ No ☐
- d. terminations and layoffs? Yes ☐ No ☐
- e. written employee appraisals/reviews? Yes ☐ No ☐

If "No" please explain what guidelines are followed: _____

26. Has the Applicant established guidelines related to procedures for suspension, dismissal, or non-renewal of employment contracts of:

- a. Instructors and supervisory personnel? Yes ☐ No ☐
Are these guidelines in writing? Yes ☐ No ☐
- b. Non-professional employees? Yes ☐ No ☐
Are these guidelines in writing? Yes ☐ No ☐

27. Is a uniform contract for instructors used? Yes ☐ No ☐

If "Yes", are all "in force" contracts the same? Yes ☐ No ☐

If "No", explain differences: _____

28. Has the Applicant adopted a pay scale for personnel providing for remuneration without regard to age, sex, race, or creed? Yes ☐ No ☐

29. a. Does the Applicant anticipate any reduction in staff in the next twelve (12) months?

Yes ☐ No ☐

- b. Has the Applicant had any reduction in staff in the last twelve (12) months?

Yes ☐ No ☐

If "Yes", explain: _____

- c. Has any employee of the Applicant been suspended, demoted, dismissed, transferred or had a contract of employment non-renewed within the last twelve (12) months?

Yes ☐ No ☐

If "Yes", explain: _____

30. How many employees have resigned, been terminated (with or without cause) or retired:

Current Year: _____

Prior Year: _____

31. Has any person, former employee or job applicant alleged unfair or improper treatment regarding employee hiring, non-remuneration advancement or termination of employment? Yes ☐ No ☐

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If "Yes", explain: _____

32. Does the Applicant:

- | | | | |
|----|-------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| a. | Use an employment application for all applicants for hire? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b. | Use any tests to screen applicants for employment or to promote employees? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c. | Have a formal orientation program for all new employees? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| d. | Publish an employment handbook? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| | If "Yes", is it distributed to all employees or maintained on an Intranet/Internet location? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| e. | Provide regular, written performance evaluations for all employees? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| f. | Have a formally implemented and adopted anti-sexual harassment and anti-discrimination policy? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| | If "Yes", is it distributed annually to all workers? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| g. | Have a written procedure for handling employee complaints of discrimination and sexual and non-sexual harassment? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| h. | Provide mandatory training for all managers on anti-sexual harassment and anti-discrimination policies? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| i. | Have a policy on AIDS or on assisting employees with life-threatening or other communicable diseases? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| j. | Have a policy on accommodating the disabled as required by the Americans with Disabilities Act and related laws? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| k. | Comply with the Family Medical Leave Act? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

33. Does the Applicant require terminations to be reviewed by its:

- | | | |
|-----------------------------|------------------------------|-----------------------------|
| Human Resources Department? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Legal Department? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Outside counsel? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

34. Does the Applicant have a formal out-placement program which assists terminated or laid off employees in finding other jobs?

Yes ☐ No ☐

35. Does the Applicant conduct exit interviews?

Yes ☐ No ☐

Section F. OUTSIDE ENTITY/CONTRACTORS INFORMATION

36. Is the Applicant affiliated with any other entity?

Yes ☐ No ☐

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Will the Applicant be adding any entity(ies) as additional insureds?

Yes ☐ No ☐

If "Yes", please list the name of the entity(ies), the nature of its operations and the relationship between the Applicant and the other entity(ies): _____

37. Does the applicant provide any services to outside entity(ies)?

Yes ☐ No ☐

If "Yes", please list the name of the entity(ies), the nature of the services and the relationship between the Applicant and the other entity(ies): _____

38. For which of the following services does the Applicant use outside contractors:

Service Provided	Yes/No	
Accounting/Financial	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Administrative	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Consultants	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Custodial	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Food	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Legal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Medical	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other Educational	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Transportation	Yes <input type="checkbox"/>	No <input type="checkbox"/>

39. Does the Applicant require all sub-contractors or independent consultants to carry liability insurance?

Yes ☐ No ☐

Does the Applicant request to be added as an additional insured to such liability insurance?

Yes ☐ No ☐

40. Do any of the Applicant's directors, trustees or governors sit on an outside board of directors at the specific request or direction of the Applicant?

Yes ☐ No ☐

If yes, please provide details: _____

Section G. REQUESTED LIMIT/RETENTION OPTIONS

41. Limit of Liability Requested (Aggregate):

\$500,000 <input type="checkbox"/>	\$4,000,000 <input type="checkbox"/>
\$1,000,000 <input type="checkbox"/>	\$5,000,000 <input type="checkbox"/>
\$2,000,000 <input type="checkbox"/>	\$10,000,000 <input type="checkbox"/>
\$3,000,000 <input type="checkbox"/>	Other <input type="checkbox"/> _____

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42. Retention requested:

RETENTION	Each Wrongful Act	Each Employment Practice Violation
\$5,000	<input type="checkbox"/>	<input type="checkbox"/>
\$10,000	<input type="checkbox"/>	<input type="checkbox"/>
\$25,000	<input type="checkbox"/>	<input type="checkbox"/>
\$50,000	<input type="checkbox"/>	<input type="checkbox"/>
\$100,000	<input type="checkbox"/>	<input type="checkbox"/>
\$250,000	<input type="checkbox"/>	<input type="checkbox"/>
\$500,000	<input type="checkbox"/>	<input type="checkbox"/>
Other (fill in amount)		

Section H. CURRENT INSURANCE DETAILS

43. Does the Applicant presently carry School Leaders Professional Liability, Management Liability or similar insurance?

Yes ☐ No ☐

Name of Company: _____

Expiration Date: _____

Limits: _____ Retention: _____

Premium: _____

44. Does the Applicant presently carry Employment Practices Liability insurance? Yes ☐ No ☐

Name of Company: _____

Expiration Date: _____

Limits: _____ Retention: _____

Premium: _____

45. Name of primary General Liability Insurance carrier: _____

46. Has any similar School Leaders Professional Liability or Management Liability insurance ever been declined, cancelled or non-renewed (**MISSOURI APPLICANTS NEED NOT REPLY**)? Yes ☐ No ☐

If "Yes", please attach explanation.

Section I. CLAIM HISTORY INFORMATION

47. a. Has the Applicant been or is it currently involved in any disputes regarding integration?

Yes ☐ No ☐

If "Yes" explain: _____

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- b. Has the Applicant been closed or school activities disrupted during the past three (3) years due to student or teacher strikes or actions? Yes ☐ No ☐

If "Yes", explain: _____

48. There has not been, nor is there now pending any claim(s), suit(s), investigation(s) or action(s) against the Named Applicant, its Subsidiaries, or any individual or other entity proposed for insurance under the proposed policy. Is the above statement true with regard to:

School Leaders Professional and Management Liability Yes ☐ No ☐

Employment Practices Liability Yes ☐ No ☐

49. If No was checked with respect to any of the above in question No. 48, please complete the below chart with respect to all School Leaders Professional Liability, Management Liability, or Employment Practices Liability claims, suits, investigations or actions (including EEOC complaints and IEP Hearings) made against the Named Applicant, its Subsidiaries, or any individual or other entity proposed for insurance under the proposed policy during the past five years.

Date of Claim	Claimant	Nature of Claim	Claim Expenses	Indemnity Amt.	Reserve, if open	Current Status

50. Does the Named Applicant, its Subsidiaries, or any individual or other entity proposed for insurance under the proposed policy have knowledge or information of any act, error or omission which might reasonably be expected to give rise to a claim(s), suit(s), investigation(s) or action(s) under the proposed policy with regard to:

School Leaders Professional and Management Liability Yes ☐ No ☐

Employment Practices Liability Yes ☐ No ☐

If "Yes", please attach explanation.

It is agreed that with respect to Questions 48 through 50 above, if such claim(s), suit(s), investigation(s), action(s), proceeding(s), knowledge, information or involvement exists, then such claim(s), suit(s), investigation(s), action(s),



or proceeding(s) and any claim or action arising therefrom or arising from such knowledge or information is excluded from the proposed coverage.

Section J. ADDITIONAL DOCUMENTS AND INFORMATION INCORPORATED BY REFERENCE

ALL WRITTEN STATEMENTS, MATERIALS OR DOCUMENTS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION, REGARDLESS OF WHETHER SUCH DOCUMENTS ARE ATTACHED TO THE POLICY, ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF, INCLUDING WITHOUT LIMITATION ANY SUPPLEMENTAL APPLICATIONS OR QUESTIONNAIRES.

ANY SECURITY ASSESSMENT, ALL REPRESENTATIONS MADE WITH RESPECT TO ANY SECURITY ASSESSMENT, AND ALL INFORMATION CONTAINED IN OR PROVIDED BY APPLICANT WITH RESPECT TO ANY SECURITY ASSESSMENT, REGARDLESS OF WHETHER SUCH DOCUMENTS, INFORMATION OR REPRESENTATIONS ARE ATTACHED TO THE POLICY, ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

Section K. LEGAL NOTICE AND SIGNATURES

BEFORE YOU SIGN THIS APPLICATION, READ THESE NOTICES CAREFULLY AND DISCUSS WITH YOUR BROKER IF YOU HAVE ANY QUESTIONS.

ALL WRITTEN STATEMENTS, SUPPLEMENTAL APPLICATIONS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN AND THE INFORMATION PROVIDED BY ATTACHMENT HERETO ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION (INCLUDING INFORMATION PROVIDED BY ATTACHMENT HERETO OR INCORPORATED BY REFERENCE) CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING INDICATIONS, QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

THE SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE INCORPORATED BY REFERENCE IN AND BECOME PART OF THE POLICY.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.



NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED



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FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Signed: _____
(Applicant)

Date: _____

Title: _____

(Must be signed by either (a) the highest ranking elected or appointed member of the board of the Named Applicant (b) the business manager or risk manager of the Named Applicant, or (c) the Treasurer or Comptroller of the Named Applicant.)

Attest: _____

(Duly authorized representative, by and on behalf of the Applicant)



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Producer: _____

License Number: _____

Address: _____

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Name of Insurance Company to which Application is made (herein called the "Insurer")

School Leaders Risk ProtectorSM Renewal Application

Professional Liability and Management Liability Insurance for Schools

NOTICE: THIS IS AN APPLICATION FOR INSURANCE WRITTEN ON A CLAIMS MADE BASIS. FURTHER NOTE THAT THE RETENTION FOR THIS POLICY SHALL APPLY TO BOTH DAMAGES AND CLAIM EXPENSES. IF A POLICY IS ISSUED, THE APPLICATION WILL BECOME PART OF THE POLICY AS IF PHYSICALLY ATTACHED. THEREFORE, IT IS NECESSARY THAT ALL QUESTIONS BE ANSWERED ACCURATELY AND COMPLETELY.

INSTRUCTIONS

"You," "Your" or "Applicant" refer individually and collectively to the Named Applicant, subsidiaries, persons, entities, and the authorized agent of all person(s) and entity(ies), proposed for this insurance. Some sections of the Application may not apply to You. If this is the case, please mark "not applicable" (N/A). In the event You need more space to fully answer a question, please attach separate sheet(s) to this Application with Your full answer and indicate the question number to which You are responding.

This Application must be signed and dated by either (a) the highest ranking elected or appointed member of the board of the Named Applicant (b) the business manager or risk manager of the Named Applicant, or (c) the Treasurer or Comptroller of the Named Applicant.

Section A. GENERAL INFORMATION

1. Named Applicant: _____
Address of Named Applicant: _____
City: _____ State: _____ Zip Code: _____
Key Contact (i.e. Risk Manager, Superintendent): _____
Key Contact E-Mail Address: _____
Telephone: _____ - _____
Web Page Address: _____
Domicile State: _____ State of Incorporation: _____

2. Applicant Type:

Type	Check all that apply
Elementary/Primary School	<input type="checkbox"/>
Middle/Junior High School	<input type="checkbox"/>
High School/Secondary School	<input type="checkbox"/>
Vocational/Technical School	<input type="checkbox"/>
Charter School	<input type="checkbox"/>
Special Education Facility	<input type="checkbox"/>
Junior/Community College	<input type="checkbox"/>
Four (4) Year College/University	<input type="checkbox"/>

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Graduate School

☐

3. Is the Applicant a:

Public Institution? ☐Private Institution? ☐

4. Is the Applicant a for-profit entity?

Yes ☐ No ☐5. Please list all direct and indirect Subsidiaries. If included as an attachment herein, check here ☐.If not applicable, please check here ☐

Name	Business or Type of Operation	Percentage of Ownership	Date Acquired or Created
_____	_____	_____	_____
_____	_____	_____	_____

Are you requesting for coverage to be extended to all Subsidiaries?

Yes ☐ No ☐

6. Is the Applicant a boarding school or does it have dormitories?

Yes ☐ No ☐

If "Yes", what percentage of the total student enrollment reside in the facilities? _____

7. If the Applicant is a college, is it a 2 or 4 year college?

_____ years.

8. Is the Applicant accredited?

Yes ☐ No ☐

If "Yes", provide the name of the accreditation association: _____

Date of Last Accreditation: _____

9. The Applicant was created in _____ (year).

10. Student Enrollment:

	Prior	Current	Projected
Full Time			
Part Time			
Pre-School			
Total			

If the Applicant is a college, please provide Total Full-Time Equivalents: If the enrollment includes pre-school children, what is/are the age range(s)?

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American International Group, Inc**Section B. FINANCIAL INFORMATION**

11. Fiscal Year _____

	Prior	Current	Projected
Total Budget			
Total Expenditures			
Surplus/Deficit			

Total accumulated surplus or deficit \$ _____

If a deficit exists, what steps are being taken to eliminate it? _____

12. Does the Applicant anticipate any special projects which will result in a substantial budget increase or decrease in the next 3 years?

12. a. Total amount of Applicant's bond authority: \$ _____

b. Total amount of outstanding bonds: \$ _____

c. Latest bond rating (provide at least one of the following):

Moody's _____

Standard and Poor's _____

Fitch's _____

If the bonds are not rated, please explain: _____

d. Has the Applicant been in default on the principal or interest of any bond? Yes ☐ No ☐

If "Yes", provide details: _____

Section C. SPECIAL EDUCATION13. Does the Applicant have Special Education Programs and/or Facilities for the developmentally, mentally, emotionally or physically disabled? Yes ☐ No ☐

If "No", describe where and/or who manages these programs/facilities:

14. How often are the students evaluated for:

Placement? _____

Adjustment to an Individual Education Plan ("IEP") based on progress? _____

Mainstreaming? _____

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15. How often over the course of a school year has the Applicant conducted a Due Process Hearing regarding an IEP ("IEP Hearing")? _____
16. Have any decisions of any IEP Hearing officer been appealed in the past twelve (12) months? Yes ☐ No ☐
 If "Yes", how many were appealed? _____
 Of these, how many were overturned? _____
17. Whom does the Applicant utilize for the initial IEP Hearings? In House ☐ Outside Counsel ☐
 Whom does the Applicant utilize for the appeals process? In House ☐ Outside Counsel ☐
18. How many or what percentage of the Applicant's total student enrollment currently participates in a Special Education Program? _____

Section D. OPERATIONS

19. Has the Applicant established guidelines related to:
- a. procedures for suspension or dismissal of students? Yes ☐ No ☐
 If "Yes", are these guidelines in writing? Yes ☐ No ☐
- b. reporting and investigating allegations of sexual harassment brought by students? Yes ☐ No ☐
 If "Yes", are these guidelines in writing? Yes ☐ No ☐
20. Does the Applicant conduct seminars on preventing or identifying sexual harassment and/or instruction on the procedures to be used to report incidences of sexual harassment? Yes ☐ No ☐
 If yes:
- a. Are these seminars conducted on a regular basis? Yes ☐ No ☐
- b. When was the last seminar conducted? _____
- c. Is attendance mandatory for all employees? Yes ☐ No ☐
- d. Are seminars conducted for students? Yes ☐ No ☐
21. a. Are background checks conducted on all potential employees? Yes ☐ No ☐
 b. Is an offer for employment contingent upon such checks? Yes ☐ No ☐
 c. Are background checks conducted on current employees? Yes ☐ No ☐
 d. Are background checks conducted by the Applicant's employees? Yes ☐ No ☐
 If background checks are not conducted by employees, who performs this service?

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22. Has the Applicant established guidelines for reporting any instance of suspected child abuse to the proper authorities? Yes ☐ No ☐

Are these guidelines in writing?

Yes ☐ No ☐**Section E. EMPLOYMENT PRACTICES***Complete this section only if You are applying for Employment Practices Coverage*

23. Staff Size

Type of Employee	Number of Union Employees	Number of Non-Union Employees
Full Faculty/Instructors		
Part Time Faculty/Instructors		
Administrative personnel (including principals, assistant principals, deans and provosts)		
Other non-instructional employees (including part-time, seasonal, temporary)		
Independent contractors Applicant is required by contract to indemnify in the same manner as an employee		
Elected and/or appointed board members		
Volunteers		
Student Teachers/Student Interns		
Total		

Combined Total: _____

24. Does the Applicant have a Human Resources Department? Yes ☐ No ☐

If "Yes", provide the number of employees in the Human Resources Department: _____

If "No", explain how this function is handled: _____

25. Does the Applicant have a written human resources manual? Yes ☐ No ☐

If "Yes", does the manual address:

a. legally prohibited discrimination? Yes ☐ No ☐b. sexual and non-sexual harassment? Yes ☐ No ☐

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- c. employee disciplinary actions? Yes ☐ No ☐
- d. terminations and layoffs? Yes ☐ No ☐
- e. written employee appraisals/reviews? Yes ☐ No ☐

If "No" please explain what guidelines are followed: _____

26. Has the Applicant established guidelines related to procedures for suspension, dismissal, or non-renewal of employment contracts of:

- a. Instructors and supervisory personnel? Yes ☐ No ☐
Are these guidelines in writing? Yes ☐ No ☐
- b. Non-professional employees? Yes ☐ No ☐
Are these guidelines in writing? Yes ☐ No ☐

27. Is a uniform contract for instructors used? Yes ☐ No ☐

If "Yes", are all "in force" contracts the same? Yes ☐ No ☐

If "No", explain differences: _____

28. Has the Applicant adopted a pay scale for personnel providing for remuneration without regard to age, sex, race, or creed? Yes ☐ No ☐

29. a. Does the Applicant anticipate any reduction in staff in the next twelve (12) months?

Yes ☐ No ☐

b. Has the Applicant had any reduction in staff in the last twelve (12) months?

Yes ☐ No ☐

If "Yes", explain: _____

c. Has any employee of the Applicant been suspended, demoted, dismissed, transferred or had a contract of employment non-renewed within the last twelve (12) months?

Yes ☐ No ☐

If "Yes", explain: _____

30. How many employees have resigned, been terminated (with or without cause) or retired:

Current Year: _____

Prior Year: _____

31. Has any person, former employee or job applicant alleged unfair or improper treatment regarding employee hiring, non-remuneration advancement or termination of employment? Yes ☐ No ☐

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If "Yes", explain: _____

32. Does the Applicant:

- a. Use an employment application for all applicants for hire? Yes ☐ No ☐
- b. Use any tests to screen applicants for employment or to promote employees? Yes ☐ No ☐
- c. Have a formal orientation program for all new employees? Yes ☐ No ☐
- d. Publish an employment handbook? Yes ☐ No ☐
- If "Yes", is it distributed to all employees or maintained on an Intranet/Internet location?
- Yes ☐ No ☐
- e. Provide regular, written performance evaluations for all employees? Yes ☐ No ☐
- f. Have a formally implemented and adopted anti-sexual harassment and anti-discrimination policy?
- Yes ☐ No ☐
- If "Yes", is it distributed annually to all workers? Yes ☐ No ☐
- g. Have a written procedure for handling employee complaints of discrimination and sexual and non-sexual harassment? Yes ☐ No ☐
- h. Provide mandatory training for all managers on anti-sexual harassment and anti-discrimination policies? Yes ☐ No ☐
- i. Have a policy on AIDS or on assisting employees with life-threatening or other communicable diseases? Yes ☐ No ☐
- j. Have a policy on accommodating the disabled as required by the Americans with Disabilities Act and related laws? Yes ☐ No ☐
- k. Comply with the Family Medical Leave Act? Yes ☐ No ☐

33. Does the Applicant require terminations to be reviewed by its:

- Human Resources Department? Yes ☐ No ☐
- Legal Department? Yes ☐ No ☐
- Outside counsel? Yes ☐ No ☐

34. Does the Applicant have a formal out-placement program which assists terminated or laid off

- employees in finding other jobs? Yes ☐ No ☐

35. Does the Applicant conduct exit interviews?

Yes ☐ No ☐

Section F. OUTSIDE ENTITY/CONTRACTORS INFORMATION

36. Is the Applicant affiliated with any other entity?

Yes ☐ No ☐

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Will the Applicant be adding any entity(ies) as additional insureds?

Yes ☐ No ☐

If "Yes", please list the name of the entity(ies), the nature of its operations and the relationship between the Applicant and the other entity(ies): _____

37. Does the applicant provide any services to outside entity(ies)?

Yes ☐ No ☐

If "Yes", please list the name of the entity(ies), the nature of the services and the relationship between the Applicant and the other entity(ies): _____

38. For which of the following services does the Applicant use outside contractors:

Service Provided	Yes/No	
Accounting/Financial	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Administrative	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Consultants	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Custodial	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Food	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Legal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Medical	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other Educational	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Transportation	Yes <input type="checkbox"/>	No <input type="checkbox"/>

39. Does the Applicant require all sub-contractors or independent consultants to carry liability insurance?

Yes ☐ No ☐

Does the Applicant request to be added as an additional insured to such liability insurance?

Yes ☐ No ☐

40. Do any of the Applicant's directors, trustees or governors sit on an outside board of directors at the specific request or direction of the Applicant?

Yes ☐ No ☐

If yes, please provide details: _____

Section G. REQUESTED LIMIT/RETENTION OPTIONS

41. Limit of Liability Requested (Aggregate):

\$500,000 <input type="checkbox"/>	\$4,000,000 <input type="checkbox"/>
\$1,000,000 <input type="checkbox"/>	\$5,000,000 <input type="checkbox"/>
\$2,000,000 <input type="checkbox"/>	\$10,000,000 <input type="checkbox"/>
\$3,000,000 <input type="checkbox"/>	Other <input type="checkbox"/> _____

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42. Retention requested:

RETENTION	Each Wrongful Act	Each Employment Practice Violation
\$5,000	<input type="checkbox"/>	<input type="checkbox"/>
\$10,000	<input type="checkbox"/>	<input type="checkbox"/>
\$25,000	<input type="checkbox"/>	<input type="checkbox"/>
\$50,000	<input type="checkbox"/>	<input type="checkbox"/>
\$100,000	<input type="checkbox"/>	<input type="checkbox"/>
\$250,000	<input type="checkbox"/>	<input type="checkbox"/>
\$500,000	<input type="checkbox"/>	<input type="checkbox"/>
Other (fill in amount)		

Section H. CURRENT INSURANCE DETAILS

43. Name of primary General Liability Insurance carrier: _____

Section I. ADDITIONAL DOCUMENTS AND INFORMATION INCORPORATED BY REFERENCE

ALL WRITTEN STATEMENTS, MATERIALS OR DOCUMENTS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION, REGARDLESS OF WHETHER SUCH DOCUMENTS ARE ATTACHED TO THE POLICY, ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF, INCLUDING WITHOUT LIMITATION ANY SUPPLEMENTAL APPLICATIONS OR QUESTIONNAIRES.

ANY SECURITY ASSESSMENT, ALL REPRESENTATIONS MADE WITH RESPECT TO ANY SECURITY ASSESSMENT, AND ALL INFORMATION CONTAINED IN OR PROVIDED BY APPLICANT WITH RESPECT TO ANY SECURITY ASSESSMENT, REGARDLESS OF WHETHER SUCH DOCUMENTS, INFORMATION OR REPRESENTATIONS ARE ATTACHED TO THE POLICY, ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

Section J. LEGAL NOTICE AND SIGNATURES

BEFORE YOU SIGN THIS APPLICATION, READ THESE NOTICES CAREFULLY AND DISCUSS WITH YOUR BROKER IF YOU HAVE ANY QUESTIONS.

ALL WRITTEN STATEMENTS, SUPPLEMENTAL APPLICATIONS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN AND THE INFORMATION PROVIDED BY ATTACHMENT HERETO ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION (INCLUDING



INFORMATION PROVIDED BY ATTACHMENT HERETO OR INCORPORATED BY REFERENCE) CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING INDICATIONS, QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

THE SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE INCORPORATED BY REFERENCE IN AND BECOME PART OF THE POLICY.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.



NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT,



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WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Signed: _____
(Applicant)

Date: _____

Title: _____

(Must be signed by either (a) the highest ranking elected or appointed member of the board of the Named Applicant
(b) the business manager or risk manager of the Named Applicant, or (c) the Treasurer or Comptroller of the Named
Applicant.)

Attest: _____

(Duly authorized representative, by and on behalf of the Applicant)

Producer: _____

License Number: _____

Address: _____

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**ADDITIONAL INSURED ENDORSEMENT
(FOR WRONGFUL ACTS OF SCHOOL ENTITY)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS**, paragraph s), "**Insured**," is amended to include the following entity(ies), but only for the **Wrongful Acts** of the **School Entity**:

[INSERT NAME OF ENTITY OR LIST ENTITIES HERE]

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

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By:

**ADDITIONAL SCHOOL ENTITY ENDORSEMENT
(FOR AFFILIATES)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause 2. **DEFINITIONS**, the following paragraph is added to the end thereof:

AI-(a) **Affiliate** shall mean any not for profit entity, other than a **Subsidiary**, which:

- (1) the **Named School Entity** or any **Subsidiary** controls or otherwise has the ability to direct the financial or managerial decisions of such entity, whether through the operation of law, contract or agreement, stock ownership or membership, charter, articles of incorporation, or by-law provisions; or
- (2) is granted by contract the right to control the financial or managerial decisions of the **Named School Entity** or any **Subsidiary**;

provided, however, that such coverage as may be provided under this policy for any entity described in subparagraphs (1) and (2) above shall be limited solely to **Wrongful Acts** occurring in the course of the exercise of such control of financial or managerial decisions.

2. In Clause 2. **DEFINITIONS**, paragraph ii), "**School Entity**," is amended to include the following entity(ies), which are "**Affiliates**" as defined in paragraph 1 above, subject to each **Affiliate(s)**' respective **policy first inception date**.

AFFILIATE(S):

POLICY FIRST INCEPTION DATE: **RETROACTIVE DATE:**

3. For the purpose of the applicability of the coverage provided by this endorsement, the **Insurer** shall not be liable for any **Damages** or **Claim Expenses** in connection with any **Claim(s)**, made against any **Affiliate(s)** listed above or any **Insured(s)** thereof:
- (1) alleging, arising out of or resulting, directly or indirectly, from, as of such **Affiliate's** respective **Policy First Inception Date**, any pending or prior: (1) **Claim**, demand, **Suit**, arbitration, mediation or litigation; or (2) administrative, bankruptcy or regulatory proceeding or investigation, of which any **Insured** had notice, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior **Claim**, demand, **Suit**, arbitration, mediation or litigation or administrative, bankruptcy or regulatory proceeding or investigation; or
 - (2) alleging, arising out of or resulting, directly or indirectly, from any **Wrongful Act**, circumstance or event committed, omitted or occurring prior to such **Affiliate's** respective **Policy First Inception Date**, if on or before the **Policy First Inception Date** any **Insured** knew or could have reasonably foreseen that such **Wrongful Act**, circumstance or event could lead to a **Claim**;
4. Furthermore, coverage as is afforded under this endorsement with respect to a **Claim** made against each respective **Affiliate(s)** listed above or any **Insureds** thereof shall only apply for **Wrongful Acts** committed or allegedly committed after the respective entity's **Retroactive Date** and prior to the time that such **Affiliate(s)** ceased to be an **Affiliate**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSION REMAIN UNCHANGED.

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In consideration of the premium charged, it is hereby understood and agreed that Clause 4. **EXCLUSIONS** is amended to include the following paragraph at the end of that Clause:

BE (a) alleging, arising out of or resulting, directly or indirectly, from any failure to pay any bond, debt, financial guarantee or debenture, including the payment of interest on any of the foregoing.

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CHARTER SCHOOLS EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause 4. **EXCLUSIONS** is amended to include the following paragraph at the end thereof:

This policy does not cover any **Claim**:

CH-(a) alleging, arising out of or resulting, directly or indirectly, from any grant of or failure to grant a charter to any charter school, including, but not limited to, the maintenance, issuance, renewal or revocation of any charter; or

CH-(b) alleging, arising out of or resulting, directly or indirectly, from any charter school that is not:

- (1) established in full compliance with all applicable laws, rules or regulations or does not remain established in full compliance with all applicable laws, rules or regulations as a chartered entity of the school district or county office of education that granted such charter; or
- (2) fully governed by such school district or county office of education.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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COOPERATION CLAUSE AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause 1. INSURING AGREEMENTS, COVERAGE B: DEFENSE OF INSUREDS, Paragraph (b) *When the **Insurer's Duty To Defend Ends*** is deleted in its entirety and replaced with the following:

(b) *When the **Insurer's Duty To Defend Ends**:*

No **Insured** may admit liability or settle any **Claim** or incur any cost or expense without the written consent of the **Insurer**. The **Insurer** shall not be obligated to pay any **Damages** or **Claim Expenses** or to undertake or continue defense of any **Claim** after an **Insured** refuses to consent to any settlement recommended by the **Insurer** and acceptable to the claimant, and the liability of the **Insurer** after such refusal shall not exceed the amount for which the **Claim** could have been settled, plus **Claim Expenses** incurred with the **Insurer's** consent up to the date of such refusal, plus fifty percent (50%) of **Claim Expenses** incurred with the **Insurer's** consent after the date of such refusal.

The **Insurer** shall not be obligated to pay any **Damages** or **Claim Expenses** or to undertake or continue defense of any **Claim** after the **Policy Damages Limit of Liability** has been exhausted by payment of **Damages** or after deposit of the applicable limit of the **Insurer's** liability in a court of competent jurisdiction, and in such case the **Insurer** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Issued to:

By:

CORPORAL PUNISHMENT ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause 4. **EXCLUSIONS**, paragraph (c) is deleted in their entirety and replaced with the following:

- (c) alleging, arising out of or resulting, directly or indirectly, from (1) **Bodily Injury** (2) **Property Damage**, or (3) any allegation relating to the foregoing exclusions in subparagraphs (1) and (2) that an **Insured** negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages** or **Claim**; provided, however, that with respect to any **Claim** alleging corporal punishment only, the **Insured** will be reimbursed for the reasonable amount which would have been payable under Coverage B. if such **Claim** results in a finding of no liability for the alleged corporal punishment.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Policy number

Issued to:

By:

DAY CARE OPERATIONS EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause 2. **DEFINITIONS** is amended by adding the following at the end thereof:

DC-a) **Day Care Services** means any provision of daytime training, supervision, recreation or medical services provided for children of preschool age.

DC-b) **Day Care Operations** means the operation of any licensed or unlicensed child care facility, which renders or performs any **Day Care Services**.

2. Clause 4. **EXCLUSIONS** is amended by adding the following paragraph at the end thereof:

This policy does not cover any **Claim**:

DC-(a) alleging, arising out of or resulting, directly or indirectly, from the rendering of or failure to render **Day Care Services** or any other professional service related to **Day Care Operations**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Policy number

Issued to:

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DELETION OF ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Endorsement No. [X], "[INSERT NAME OF ENDORSEMENT]" is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Policy number

Issued to:

By:

EMPLOYMENT PRACTICE VIOLATIONS AND EEOC COVERAGE DELETED ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that, notwithstanding any other provision of this policy (including any endorsement attached hereto, whether such endorsement precedes or follows this endorsement in time or sequence), this policy shall not provide coverage for **Damages** or **Claims Expenses** arising out of any **Claim** alleging an **Employment Practice Violation**.

It is further understood and agreed that the policy is hereby amended as follows:

1. In ITEM 4. of the Declarations, section (b) is deleted in its entirety and replaced with the following:

(b) each Employment Practices Violation	\$ N/A
------------------------------------------------	--------

2. In Clause 3. **DEFINITIONS**, paragraph e) "**Damages**", subparagraph (6) is deleted in entirety and replaced with the following:

(6) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation;

3. In Clause 3. **DEFINITIONS**, paragraph mm) "**Suit**", subparagraph 3) is deleted in its entirety.

4. In Clause 3. **DEFINITIONS**, paragraph nn) "**Vicarious liability**" is deleted in its entirety and replaced with the following:

nn) **Vicarious liability** means liability attributed to the **School Entity** for any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, or **Non-Employment Discrimination** by any independent contractor or leased employee that is not an **Individual Insured**.

5. In Clause 3. **DEFINITIONS**, paragraph oo) "**Wrongful Act**" is deleted in its entirety and replaced with the following:

a. **Wrongful Act** means:

- (1) with respect to **Individual Insureds**, other than **Outside Entity Executives**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Non-Employment Discrimination** by such **Insureds** in his or her respective capacities as such, or any matter claimed against such **Individual**

Insured solely by reason of his or her status as any of the capacities listed in the Definition of **Individual Insured** of the **School Entity**;

- (2) with respect to the **School Entity** or the Board of Education of the **School Entity**,
(i) any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Non-Employment Discrimination** by or on behalf of the **School Entity** or the Board of Education of the **School Entity** in the performance of duties; or (ii) any **Vicarious Liability**.
- (3) with respect to **Outside Entity Executives**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, or omission, in his or her capacity as such or any matter claimed against such **Outside Entity Executive** solely by reason of his or her status as such.

provided, however, that:

- (1) **Wrongful Act** shall not mean and this policy shall not cover any actual or alleged breach of duty, neglect, error, or omission that results in: (a) a **Failure of Security** or (b) wrongful disclosure of **Private Information**; and
 - (2) with respect to any **IEP Hearing** or arbitration made against an **Insured** that has not progressed into a **Suit** as defined in paragraph 2.mm(1), **Wrongful Act** shall not mean any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Non-Employment Discrimination** committed, omitted or occurring prior to the **Expanded Coverage Retroactive Date**.
6. In Clause 4. **EXCLUSIONS**, the following paragraph (b) (personal injury) is deleted in its entirety and replaced with the following:
- (b) alleging, arising out of or resulting, directly or indirectly, from (1) false arrest, detention or imprisonment, (2) libel, slander or defamation of character, (3) assault or battery, (4) malicious prosecution or abuse of process, (5) wrongful entry or eviction, or invasion of any right of privacy, or (6) any allegation relating to the foregoing exclusions in subparagraphs (1) through (5) that an **Insured** negligently employed, investigated, supervised or retained any person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages** or **Claim**;
7. In Clause 4. **EXCLUSIONS** the following paragraph (j) (**Insured v. Insured**) is deleted in its entirety and replaced with the following:
- (j) brought by, or on behalf of:
- (1) one **Insured** against another **Insured**;
 - (2) any entity that is owned, managed or operated, directly or indirectly, in whole or in part, by the **School Entity**;

(3) any parent company, subsidiary, director, officer, partner, trustee, successor or assignee of the **School Entity**, or anyone affiliated with the **School Entity** through common majority ownership or control;
provided, however, this exclusion shall not apply to any **Claim** brought by an **Individual Insured** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of, and results directly from a **Claim** that is covered by this policy;

8. The following paragraph is added to the end of Clause 4. **EXCLUSIONS:**

This policy does not cover any **Claim**:

EP(a) alleging, arising out of or resulting, directly or indirectly, from any **Employment Practices Violation**.

9. Any reference(s) to an **Employment Practices Violation** within the policy shall not operate to grant coverage for any **Claim** alleging an **Employment Practices Violation**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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forms a part of

Policy number

Issued to:

By:

**EMPLOYMENT PRACTICE VIOLATIONS, EEOC AND IEP COVERAGE DELETED
ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that, notwithstanding any other provision of this policy (including any endorsement attached hereto, whether such endorsement precedes or follows this endorsement in time or sequence), this policy shall not provide coverage for **Damages** or **Claims Expenses** arising out of any **Claim** alleging an **Employment Practice Violation**.

It is further understood and agreed that the policy is hereby amended as follows:

1. In ITEM 3. of the Declarations, section (b)(1) is deleted in its entirety and replaced with the following:

1. IEP Hearing Limit of Liability:	\$ N/A
------------------------------------	--------

2. In ITEM 3. of the Declarations, section (c) is deleted in its entirety and replaced with the following:

(c) each IEP Hearing	\$ N/A
----------------------	--------

3. In ITEM 4. of the Declarations, section (b) is deleted in its entirety and replaced with the following:

(b) each Employment Practices Violation	\$ N/A
-----------------------------------------	--------

4. In Clause 3. **DEFINITIONS**, paragraph (e) "**Damages**", subparagraph (6) is deleted in entirety and replaced with the following:

(6) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation;

5. In Clause 3. **DEFINITIONS**, paragraph (mm) "**Suit**", subparagraphs (3) and (4) are deleted in their entirety.

6. In Clause 3. **DEFINITIONS**, paragraph (mm) "**Suit**", is amended to include the following paragraph at the end thereof:

Suit shall not mean any **IEP Hearing**; provided, however, **Suit** shall include any **IEP Hearing** that progresses to a civil proceeding that is filed against an **Insured** in a court of law or equity.

7. In Clause 3. **DEFINITIONS**, paragraph (nn) “**Vicarious liability**” is deleted in its entirety and replaced with the following:

(nn) **Vicarious liability** means liability attributed to the **School Entity** for any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, or **Non-Employment Discrimination** by any independent contractor or leased employee that is not an **Individual Insured**.

8. In Clause 3. **DEFINITIONS**, paragraph (oo) “**Wrongful Act**” is deleted in its entirety and replaced with the following:

(oo) **Wrongful Act** means:

- (1) with respect to **Individual Insureds**, other than **Outside Entity Executives**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Non-Employment Discrimination** by such **Insureds** in his or her respective capacities as such, or any matter claimed against such **Individual Insured** solely by reason of his or her status as any of the capacities listed in the Definition of **Individual Insured** of the **School Entity**
- (2) with respect to the **School Entity** or the Board of Education of the **School Entity**, (i) any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Non-Employment Discrimination** by or on behalf of the **School Entity** or the Board of Education of the **School Entity** in the performance of duties; or (ii) any **Vicarious Liability**; and
- (3) with respect to **Outside Entity Executives**, any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, or omission, in his or her capacity as such or any matter claimed against such **Outside Entity Executive** solely by reason of his or her status as such;

provided, however, that:

- (1) **Wrongful Act** shall not mean and this policy shall not cover any actual or alleged breach of duty, neglect, error, or omission that results in: (a) a **Failure of Security** or (b) wrongful disclosure of **Private Information**; and
- (2) with respect to any arbitration made against an **Insured** that has not progressed into a **Suit** as defined in paragraph 2(mm)(1), **Wrongful Act** shall not mean any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission, **Non-Employment Discrimination** committed, omitted or occurring prior to the **Expanded Coverage Retroactive Date**.

9. In Clause 4. **EXCLUSIONS**, the following paragraph (b) (personal injury) is deleted in its entirety and replaced with the following:

(b) alleging, arising out of or resulting, directly or indirectly, from (1) false arrest, detention or imprisonment, (2) libel, slander or defamation of character, (3) assault

or battery, (4) malicious prosecution or abuse of process, (5) wrongful entry or eviction, or invasion of any right of privacy, or (6) any allegation relating to the foregoing exclusions in subparagraphs (1) through (5) that an **Insured** negligently employed, investigated, supervised or retained any person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages** or **Claim**;

10. In Clause 4. **EXCLUSIONS** the following paragraph (j) (**Insured v. Insured**) is deleted in its entirety and replaced with the following:

(j) brought by, or on behalf of:

- (1) one **Insured** against another **Insured**;
- (2) any entity that is owned, managed or operated, directly or indirectly, in whole or in part, by the **School Entity**;
- (3) any parent company, subsidiary, director, officer, partner, trustee, successor or assignee of the **School Entity**, or anyone affiliated with the **School Entity** through common majority ownership or control;

provided, however, this exclusion shall not apply to any **Claim** brought by an **Individual Insured** in the form of a cross-claim or third-party claim for contribution or indemnity which is part of, and results directly from a **Claim** that is covered by this policy;

11. The following paragraph is added to the end of Clause 4. **EXCLUSIONS**:

This policy does not cover any **Claim**:

EP(a) alleging, arising out of or resulting, directly or indirectly, from any **Employment Practices Violation**.

12. Any reference(s) to an **Employment Practices Violation** within the policy shall not operate to grant coverage for any **Claim** alleging an **Employment Practices Violation**.

13. Any reference(s) to an **IEP Hearing** within the policy shall not operate to grant coverage for any **Claim Expenses** or **Damages** arising out of any **IEP Hearing**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

EXPANDED COVERAGE FIRST INCEPTION DATE AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Item 6(b) of the Declarations, "**Expanded Coverage First Inception Date**," is deleted in its entirety and replaced with the following:

(b) Expanded Coverage First Inception Date:	
----------------------------------------------------	--

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Policy number

Issued to:

By:

EXPANDED COVERAGE RETROACTIVE DATE AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Item 7 of the Declarations, "**Expanded Coverage Retroactive Date**," is deleted in its entirety and replaced with the following:

Expanded Coverage First Inception Date:	
------------------------------------------------	--

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Policy number

Issued to:

By:

**EXTENDED REPORTING PERIOD AMENDATORY ENDORSEMENT
(PERCENT OF PREMIUM AMENDED)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 9. EXTENDED REPORTING PERIOD, Paragraph (b) *Optional Extended Reporting Period* is deleted in its entirety and replaced with the following:

(b) *Optional Extended Reporting Period*: If the **Insurer** or the **Named School Entity** shall cancel or refuse to renew this policy, the **Named School Entity** shall have the right to a period of up to three (3) years following the effective date of such cancellation or nonrenewal (an "**Extended Reporting Period**"), upon payment of an additional premium amount:

- (1) for a one (1) year **Extended Reporting Period**, up to XXXXX percent (XXX%) of the annualized policy premium,
- (2) for a two (2) year **Extended Reporting Period**, up to XXXXX percent (XXX%) of the annualized policy premium, or
- (3) for a three (3) year **Extended Reporting Period**, up to XXXXX percent (XXX%) of the annualized policy premium,

in which to give written notice to the **Insurer** of any **Claim** made against the **Insured** during said **Extended Reporting Period** and solely with respect to a **Wrongful Act** committed prior to the end of the **Policy Period** and otherwise covered by this policy. This right shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within thirty (30) days after the effective date of cancellation or non-renewal. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium. If the **Named School Entity** exercises its right to purchase an **Extended Reporting Period**, that period incept at the end of the **Policy Period** and there shall be no **Automatic Extended Reporting Period**.

As used herein, the term "annualized policy premium" means the premium set forth in Item 5 of the Declarations plus any additional premium charged in connection with any additional coverage added by endorsement.

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Policy number

Issued to:

By:

EXTENDED REPORTING PERIOD ELECTED ENDORSEMENT

In consideration of the additional premium of \$[XXXX], it is hereby understood and agreed that pursuant to the terms and conditions of Clause 9 of the policy and as of 12:01 A.M. on [XXXX] ("**Effective Time**") this policy shall be amended as follows:

1. Clause 9. **EXTENDED REPORTING PERIOD** is deleted in its entirety and replaced with the following:

9. RUN-OFF COVERAGE CLAUSE

The **Named School Entity** shall have the right within a period of [XX] year(s) following the **Effective Time** (herein, the "**Extended Reporting Period**") in which to give written notice to the **Insurer** of **Claims** that are (i) first made against an **Insured** during the **Extended Reporting Period** for any **Wrongful Act** committed on or prior to the **Effective Time** and (ii) otherwise covered by this policy.

2. Clause 10. **CANCELLATION** is deleted in its entirety and replaced with the following:

10. CANCELLATION

This policy may not be canceled by the **Insurer** or by the **Named School Entity**, except as indicated below.

Notwithstanding the foregoing, this policy may be canceled by or on behalf of the **Insurer** only in the event of non-payment of premium by the **Named School Entity**. In the event of non-payment of premium by the **Named School Entity**, the **Insurer** may cancel this policy by mailing to the **Named School Entity** by registered, certified, or other first class mail, at the **Named School Entity's** address as shown in Item 1 of the Declarations, written notice stating when, not less than ten (10) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The **Policy Period** terminates at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. The entire premium charged for this policy and this endorsement shall be fully earned as of the **Effective Time**.
4. Notwithstanding any other provision of this policy, this policy shall not provide coverage for any **Wrongful Act** occurring after the **Effective Time**.

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Policy number

Issued to:

By:

**ITEM 1 AMENDATORY ENDORSEMENT
(NAMED SCHOOL ENTITY)**

In consideration of the premium charged, it is hereby understood and agreed that Item 1. of the Declarations, "**NAMED SCHOOL ENTITY**," is deleted in its entirety and replaced with the following:

1	NAMED SCHOOL ENTITY	(the "Named School Entity")	
		MAILING ADDRESS:	

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Policy number

Issued to:

By:

LIMIT OF LIABILITY AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Item 3. of the Declarations, "LIMIT OF LIABILITY", is deleted in its entirety and replaced with the following:

3	LIMIT OF LIABILITY	
	(a) Policy Damages Limit of Liability:	\$ (aggregate for Damages)
	(b) Separate Limits of Liability:	
	1. IEP Hearing Limit of Liability:	\$ (aggregate for Claim Expenses)
	2. Desegregation Limit of Liability	\$ (aggregate for Claim Expenses)
	3. Breach of Contract Limit of Liability	\$ (aggregate for Claim Expenses)
	4. Breach Of Fiduciary Duty Limit of Liability:	\$ (aggregate for Claim Expenses)

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forms a part of

Policy number

Issued to:

By:

LIMITED PRIOR ACTS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that, notwithstanding any other provision in this policy, this policy does not apply to any **Wrongful Act** committed prior to _____.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

NETWORK SECURITY AND PRIVACY LIABILITY COVERAGE ENDORSEMENT

In consideration of the premium charged, and in reliance upon the statements in the application(s) attached hereto and made a part of the policy, the policy is amended as follows:

1. IT IS UNDERSTOOD AND AGREED THAT, UNLESS OTHERWISE STATED HEREIN, THE TERMS, CONDITIONS, EXCLUSIONS AND OTHER LIMITATIONS SET FORTH IN THIS ENDORSEMENT ARE SOLELY APPLICABLE TO COVERAGE AFFORDED BY THIS ENDORSEMENT. **CLAIM EXPENSES** SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO APPLICABLE RETENTIONS.

2. **ENDORSEMENT SCHEDULE**

ITEM 1. Aggregate Limit of Liability for this Endorsement, including both Damages and Claim Expenses.	ITEM 2. Retroactive Date	ITEM 3. Retention
\$xxx	NAS-1: xxx NAS-2: xxx	\$xxx

3. Solely with respect to the coverage afforded under this endorsement, Clause 1. **INSURING AGREEMENTS** is deleted in its entirety and replaced with the following:

1. **INSURING AGREEMENTS**

With respect to Coverage A and B, solely with respect to any **Claim** first made against an **Insured** during the **Policy Period** or any applicable **Extended Reporting Period** and reported to the **Insurer** pursuant to the terms of this policy, including, but not limited to, the terms described in Clause 7(b)(1), and subject to the other terms, conditions and limitations of this policy, this policy affords the following coverage:

COVERAGE A: LIABILITY FOR DAMAGES

NAS-1. NETWORK SECURITY LIABILITY COVERAGE

The **Insurer** shall pay amounts, in excess of the applicable Retention, that an **Insured** is legally obligated to pay as **Damages** resulting from any **Claim** made against an **Insured** for any **Wrongful Act** of an **Insured**, but only if such **Wrongful Act(s)** first occurs on or after the **Retroactive Date**.

NAS-2. **PRIVACY LIABILITY COVERAGE**

The **Insurer** shall pay amounts, in excess of the applicable Retention, that an **Insured** is legally obligated to pay as **Damages** resulting from any **Claim** made against an **Insured** for any **Wrongful Act** of an **Insured**, but only if such **Wrongful Act(s)** first occurs on or after the **Retroactive Date**.

COVERAGE B: DEFENSE OF INSUREDS

Solely with respect to any **Claim** made against an **Insured**, in excess of the applicable Retention, for any **Wrongful Act** of an **Insured** first occurring on or after the **Retroactive Date**, the following applies.

- (1) *The **Insurer's Duty To Defend Insureds**:* The **Insurer** shall have the right and duty to defend any **Suit** against any **Insured**, even if such **Suit** is groundless, false or fraudulent.
- (2) *The **Insurer's Right To Settle Claims**:* The **Insurer** shall have the right, but not the duty, to settle any **Claim** against any **Insured**, with the **School Entity's** written consent, which consent shall not be unreasonably withheld.
- (3) ***Claim Expenses For Suits**:* The **Insurer** shall, in excess of the applicable Retention and subject to the Limit of Liability stated in Item 1 of the Endorsement Schedule, pay for **Claim Expenses** any **Insured** incurs, with the **Insurer's** prior written consent, in the defense of a **Suit**;
- (4) ***Claim Expenses For Investigations**:* The **Insurer** has the right, but not the duty, to investigate any **Claim** against any **Insured**. In the event the **Insurer** investigates a **Claim** and the **Insured** incurs **Claim Expenses** with the **Insurer's** prior written consent as a result of such investigation, the **Insurer** shall pay such **Claim Expenses**, in excess of the applicable Retention and subject to the Limit of Liability stated in Item 1 of the Endorsement Schedule.
- (5) *The **School Entity's Right To Settle**:* The **School Entity** may settle any **Claim** or **Suit** to which this insurance applies provided that the **School Entity** does so: (i) on behalf of all **Insureds** with prejudice, and (ii) without incurring **Claim Expenses** and/or **Damages** in excess of the Retention.
- (6) *When the **Insurer's Duty To Defend Ends**:* No **Insured** may admit liability or settle any **Claim** or incur any cost or expense without the written consent of the **Insurer**. The **Insurer** shall not be obligated to pay any **Damages** or **Claim Expenses** or to undertake or continue defense of any **Claim** after an **Insured** refuses to consent to any settlement recommended by the **Insurer** and acceptable to the claimant, and the liability of the **Insurer** after such refusal shall not exceed the amount for which the **Claim** could have been settled, plus **Claim Expenses** incurred with the **Insurer's** consent up to the date of such refusal.

4. Solely with respect to the coverage afforded under this endorsement, in Clause 2. **DEFINITIONS**, paragraph (b), "**Bodily Injury**," is deleted in its entirety and replaced with the following:

(b) **Bodily Injury** means physical injury, sickness, disease, pain or death, and, if arising out of the foregoing, mental anguish, mental injury, shock, humiliation or emotional distress at any time.

5. Solely with respect to the coverage afforded under this endorsement, in Clause 2. **DEFINITIONS**, paragraph (n), "**Failure of Security**," is deleted in its entirety and replaced with the following:

(n) **Failure(s) of Security** means:

- (a) the actual failure and inability of the **Security** of the **School Entity's Computer System** to mitigate loss from or prevent a **Computer Attack**; or
- (b) physical theft of hardware or firmware controlled by the **School Entity** (or components thereof) on which electronic data is stored, by a person other than an **Insured**, from a premises occupied and controlled by the **School Entity**.

Failure(s) of Security shall also include such actual failure and inability above, resulting from the theft of a password or access code by non-electronic means in direct violation of the **School Entity's** specific written **Security** policies or procedures. However, in no event shall any of the above constitute a **Failure of Security** if resulting from operational errors, unintentional programming errors, or any failure in project planning.

6. Solely with respect to the coverage afforded under this endorsement, in Clause 2. **DEFINITIONS**, paragraph (ee), "**Private Information**," is deleted in its entirety and replaced with the following:

(ee) **Private Information** means:

- (1) **Personally Identifiable Information**; or
- (2) **Confidential School Entity Information**.

7. Solely with respect to the coverage afforded under this endorsement, in Clause 2. **DEFINITIONS**, paragraph (ff), "**Property Damage**," is deleted in its entirety and replaced with the following:

(ff) **Property damage** means (1) physical injury to or loss or destruction of tangible property including the resulting loss of use thereof, and/or (2) loss of use of tangible property which has not been physically injured or destroyed provided, however, for the purpose of this definition, "tangible property" shall not include electronic data.

8. Solely with respect to the coverage afforded under this endorsement, in Clause 2. **DEFINITIONS**, paragraph (oo), "**Wrongful Act**," is deleted in its entirety and replaced with the following:

(oo) **Wrongful Act** means, with respect to:

- (a) Coverage NAS-1, any actual or alleged breach of duty, neglect, act, error or omission that results in a **Failure of Security**; or
- (b) Coverage NAS-2, any actual or alleged breach of duty, neglect, act, error or omission that results in a **Privacy Peril**.

9. Solely with respect to the coverage afforded under this endorsement, the following terms shall have the following meanings, and Clause 2. **DEFINITIONS** shall be deemed amended to include such terms:

NAS-1. **Class Action Claim** means any **Claim** arising out of a **Wrongful Act** which resulted in a **Privacy Peril**:

- (1) brought on behalf of a class or putative class of plaintiffs (whether or not certified as such);
- (2) otherwise brought on a representative basis; or
- (3) alleging or arising from the same **Wrongful Act** or a series of continuous, repeated or related **Wrongful Acts** as any **Claim** described in the preceding subparagraphs (1) or (2).

NAS-2. **Computer Attack** means **Unauthorized Access**, **Unauthorized Use**, transmission of a **Malicious Code**, or a **Denial of Service Attack** that:

- (a) alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages, or prevents, restricts, or hinders access to, a **Computer System**;
- (b) results in the disclosure of private or confidential information stored on the **School Entity's Computer System**; or
- (c) results in **Identity Theft**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at the **School Entity** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

For purposes of this definition, the terms referenced above are defined as follows:

- (a) **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person or persons.
- (b) **Unauthorized Use** means the use of a **Computer System** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

- (c) **Malicious Code** means an unauthorized corrupting or harmful piece of code. **Malicious Code** includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."
 - (d) **Denial of Service Attack** means an attack launched by a person(s) that sends an excessive volume of electronic data to a **Computer System** in order to deplete such **Computer System's** capacity, and prevents those who are authorized to do so from gaining access to such **Computer System** in a manner in which they are legally entitled. Provided, however, a depletion of **School Entity's Computer System's** capacity shall not be considered a **Denial of Service Attack** if caused by a mistake in determining capacity needs.
 - (e) **Identity Theft** means the misappropriation of personal identity information of the **School Entity's employees** or students that is stored on **School Entity's Computer System**, including without limitation, social security numbers, account numbers, grades, medical records, passwords, credit card numbers, addresses, or phone numbers, and that has resulted in, or could reasonably result in the wrongful or fraudulent use of such information.
- NAS-3. **Computer System** means computer hardware, software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets, or virtual private networks.
- NAS-4. **Confidential School Entity Information** means any **trade secret**, data, design, interpretation, forecast, formula, method, practice, process, record, report or other item of information of a non-**Insured** third party, and which is (i) in the **School Entity's** care, custody or control; (ii) not available to the general public, and is: (iii) provided to the **School Entity** under a mutually agreed to written confidentiality/non-disclosure agreement; or (iv) marked "confidential" or otherwise specifically designated in writing as "confidential" by such third party.
- NAS-5. **Information Holder** means a third party that the **School Entity** has provided **personally identifiable information** to and with whom the **School Entity** has entered into a contract that requires such party to protect such personally identifiable information.
- NAS-6. **Internet** means the worldwide public network of computers commonly known as the Internet, as it currently exists or may be manifested in the future.
- NAS-7. **Material** means content in any form, including written, printed, video, electronic, digital, or digitized content:
- (1) in broadcasts, including, but not limited to, television, motion picture, cable, satellite television and radio broadcasts;
 - (2) in publications, including, but not limited to, newspaper, newsletter,

- magazine, book and other literary, monograph, brochure, directory, screen play, film script, playwright and video publications;
- (3) in advertising; or
- (4) displayed on an **Internet** site.

NAS-8. **Personally Identifiable Information** means any of the following in the care, custody or control of the **School Entity**: (1) information from which an individual may be uniquely and reliably identified or contacted, including without limitation, an individual's name, address, telephone number or social security number; (2) information concerning an individual that would be considered "nonpublic personal information" within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) (as amended) and its implementing regulations; (3) information concerning an individual that would be considered "protected health information" within Health Insurance Portability and Accountability Act of 1996 (as amended) and its implementing regulations, including but not limited to medical records; and (4) information pertaining to an individual's academic performance, including but not limited to, grade transcripts and **IEP**.

NAS-9. **Privacy Policy** means any policy in any form regarding the collection, dissemination, storage, or treatment of information regarding teachers, students or visitors to an **Internet** site, or other persons.

NAS-10. **Privacy Peril** means any actual or alleged:

- (1) unauthorized disclosure by the **Insured** of **Private Information** or failure by the **Insured** to protect **Private Information** from misappropriation, including, without limitation, any unintentional violation of the **Insured's Privacy Policy** or misappropriation that results in **Identity Theft**;
- (2) failure by an **Information Holder** to protect **Personally Identifiable Information** from misappropriation, provided that any failure to protect such information shall not include any intentional, dishonest, fraudulent, criminal or malicious act, error or omission if committed by:
 - (i) the **Information Holder**;
 - (ii) any elected or appointed officer, or director of the **Information Holder**; or,
 - (iii) any employee (other than officers) or independent contractors employed by an **Information Holder** if any elected or appointed officer of an **Information Holder** possessed, at any time, knowledge of the intentional, dishonest, fraudulent, criminal or malicious act committed by such employee or independent contractor that caused a direct loss to an **Insured** or any other person.
- (3) failure by the **Insured** to disclose or warn of an actual or potential **Identity Theft**, but only if such **Identity Theft** resulted directly from

subparagraphs (1) or (2) above;

- (4) violation of any federal, state, foreign or local privacy statute alleged in connection with a **Claim** for **Damages** from subparagraphs (1), (2) or (3) above.

NAS-11. **Retroactive Date** means, with respect to:

- (1) Coverage NAS-1, the date set forth after NAS-1. of Item 2. of the Endorsement Schedule set forth above; or
(2) Coverage NAS-2., the date set forth after NAS-2. of Item 2. of the Endorsement Schedule set forth above.

NAS-12. **School Entity's Computer System** means a **Computer System** under the ownership, operation or control of the **School Entity**.

NAS-13. **Security** means hardware, software or firmware whose function or purpose is to mitigate loss from or prevent a **Computer Attack**. **Security** includes, without limitation, firewalls, filters, DMZ's, computer virus protection software, intrusion detection, the electronic use of passwords or similar identification of authorized users. **Security** also means the **School Entity's** specific written policies or procedures intended to directly prevent the theft of a password or access code.

NAS-14. **Trade Secret** means information (including any idea) that has been reduced to a written or electronic form, including a formula, compilation, pattern, program, device, method, process, or technique that:

- (i) derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use;
(ii) is the subject of reasonable efforts to maintain its secrecy; and
(iii) is used, capable of being used, or intended to be used in commerce.

10. Solely with respect to the coverage that is afforded under this endorsement, in Clause 4. **EXCLUSIONS**, paragraphs/sub-paragraphs (a) (fraudulent acts), (b)(5) (invasion of privacy), (c) (bodily injury/property damage), (f) (intellectual property), (g) (digital material), (j) (insured v. insured) and (l) (breach of contract) shall not apply to any coverage that may be afforded under this endorsement.

11. Solely with respect to the coverage that is afforded under this endorsement, Clause 4. **EXCLUSIONS** is amended to include the following at the end thereof:

This policy does not apply to any **Claim**:

NAS-1. alleging, arising out of or resulting, directly or indirectly, from any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law or of an **Insured's Privacy Policy**, or gaining of any profit or advantage to which an **Insured** is not legally entitled, if committed by any of the **School Entity's**:

- (a) trustees, directors or members of the Board of Regents of the **School Entity**, or members of the Board of Education of the

School Entity, whether acting alone or in collusion with other persons; or

- (b) **Employees** (other than those set forth in subparagraph (a) above) if any of the **School Entity's** trustees, directors or members of the Board of Regents of the **School Entity**, or members of the Board of Education of the **School Entity**, possessed knowledge of any dishonest, fraudulent, malicious, or criminal acts committed by such **Employee** or independent contractor that caused a direct loss to an **Insured** or any other person; or

NAS-2. alleging, arising out of or resulting, directly or indirectly, from any wrongful entry or eviction of any physical premises;

NAS-3. arising out of any infringement of any patent, copyright, trademark, trade dress, trade name, or service mark;

NAS-4. arising out of any misappropriation, theft, copying, display or publication of any **Trade Secret**;

NAS-5. arising out of any electronic fund transfers or transactions by an **Insured** or on its behalf, which is lost, diminished or damaged during transfer from, into or between the **Insured's** accounts;

NAS-6. arising out of any of the following:

- (a) any warranty, representation or guarantee; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or the cost of providing, repairing, or replacing any product; or **Insured's** cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;
- (b) any intentional, knowing or reckless misrepresentation in advertising, false advertising, or unfair or deceptive business practices, including, without limitation, violations of any local, state or federal consumer protection or privacy laws;

NAS-7. arising out of any **Wrongful Act** committed prior to the **Retroactive Date** or after the last day of the **Policy Period**;

NAS-8. arising out of any of the following:

- (a) any shortcoming in **Security** that any **Insured** knew about or ought reasonably to have known about prior to the inception of this policy;
- (b) an **Insured's** failure to take reasonable steps, to use, design, maintain and upgrade its **Security**; or
- (c) the inability to use, or lack of performance of, software:

- i. due to expiration, cancellation, or withdrawal of such software;
- ii. that has not yet been released from its development stage; or
- iii. that has not passed all test runs or proven successful in applicable daily operations;

NAS-9. against the **Insured** that is brought, directly or indirectly, by or on behalf of:

- (a) the Federal Trade Commission ("FTC"), the Department of Health and Human Services ("HHS"), the Office of Civil Rights, ("OCR") the Federal Communications Commission ("FCC") or any other federal, state or local government agency; or
- (b) the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers, Broadcast Music, Inc., or any other licensing or rights organizations in such entity's regulatory, quasi-regulatory or official capacity, functions or duties;

NAS-10. brought by, or on behalf of:

- (1) one **Insured** against another **Insured**; provided, however, this subparagraph (1) shall not apply to any otherwise covered **Claim** made by any past, present or future **Employee** for a **Wrongful act**, but only if such **Employee** did not commit, participate in or contribute to such **Wrongful Act(s)**, or **Failure of Security**;
- (2) any entity that is owned, managed or operated, directly or indirectly, in whole or in part, by the **School Entity**; or
- (3) any parent company, **Subsidiary**, director, officer, partner, trustee, successor or assignee of the **School Entity**, or anyone affiliated with the **School Entity** through common majority ownership or control;

NAS-11. any liability or obligation under any contract or agreement, including, without limitation, any contract price, cost guarantee or cost estimate being exceeded; however, this exclusion does not apply to:

- (1) liability **you** would have in the absence of such contract or agreement; or
- (2) with respect to NAS-2, any liability or obligation under a confidentiality or non-disclosure agreement;

NAS-12. arising out of the **Insured's** employment practices or any discrimination of any person or entity on any basis, including, without limitation, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, sex, sexual orientation or pregnancy;

NAS-13. alleging, arising out of or resulting, directly or indirectly, from:

- (i) fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;
- (ii) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; or
- (iii) electrical or mechanical failures, including any electrical power interruption, surge, brownout or blackout; provided, however, this Subparagraph shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of an **Insured's Wrongful Act**;
- (iv) any failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the **Internet**, unless such lines or infrastructure were under an **Insured's** operational control;

With respect to Coverage NAS-2:

- NAS-13. the collection of **Private Information**, including, without limitation (i) such collection by means of electronic "cookies", "spiders", spybots, spambots, spyware, adware, wire-tapping, **Malicious Code**, key-stroke logging, tracking devices, radio frequency identification tags (RFID tags), bugging or video camera; or (ii) the failure to provide adequate notice regarding: (a) the purposes for which the **Private Information** is collected and used; (b) contact information for inquiries or complaints; (c) those parties to which the **Private Information** could be disclosed to; (d) "opt out" choices of the individual or entity from whom an **Insured** are collecting the **Private Information**; or (e) the means an **Insured** offer for limiting use or disclosure of the **Private Information**; provided, however, that this exclusion shall not apply to any otherwise covered **Claim** for a **Wrongful Act** that resulted in a **Privacy Peril**.
- NAS-14. the integrity of **Private Information**, including whether the **Private Information** is: (i) relevant and reliable for the purpose for which it is collected or to be used; (ii) accurate; (iii) complete; or (iv) current;
- NAS-15. an **Insured's** provision of, or failure to provide, access to **Private Information** to those individuals or entities with an actual or alleged right to such access, including, without limitation, failing to provide an individual or entity the ability to correct, amend or delete **Private Information**;
- NAS-16. an **Insured's** distribution of unsolicited marketing, e-mail or advertising, including without limitation unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, "pop-up" or "pop-under" **Internet** advertising or fax-blasting, direct mailing or

telemarketing; provided, however, this exclusion shall not apply to any **Claim** for a **Wrongful Act** that resulted in a **Privacy Peril**; or

NAS-17. an **Insured's** distribution, creation, exhibition, performance, preparation, printing, production, publication, release, display, research or serialization of any **Material**.

12. Solely with respect to the coverage afforded under this endorsement, Clause 5., "**POLICY DAMAGES LIMIT OF LIABILITY; SEPARATE LIMIT OF LIABILITY**," is hereby amended by appending the following to the end thereof:

With respect to this endorsement, the total liability of the **Insurer** for all **Damages** and **Claims Expenses** arising from all **Claims** made against the **Insured** during the **Policy Period** and during the **Extended Reporting Period**, if applicable, shall not exceed the Limit of Liability stated in Item 1 of the Endorsement Schedule, as set forth in paragraph 2. of this endorsement. The inclusion herein of more than one **Insured** shall not increase the **Insurer's** Limit of Liability. The Limit of Liability stated in Item 1 of the Endorsement Schedule shall apply to all **Claims** arising out of the same **Wrongful Act** or related **Wrongful Acts**. The Limit of Liability stated in Item 1 of the Endorsement Schedule shall be in addition to the **Policy Damages Limit of Liability** stated in Item 3 of the policy Declarations.

13. Solely with respect to the coverage afforded under this endorsement, Clause 6., **RETENTION**, is hereby amended by appending the following paragraph to the end thereof:

With respect to coverage NAS-2. only, for each **Class Action Claim**, the **Insurer** shall only be liable for the amount of **Damages** and **Claim Expenses** arising from such **Class Action Claim** that exceeds the applicable Retention amount for such **claim**. Accordingly, the Retention amount for each **Class Action Claim** shall be the greater of one hundred thousand dollars (\$100,000) or two hundred percent (200%) of the Retention amount set forth in Item 4(a) of the Declarations.

14. Solely with respect to the coverage afforded under this endorsement, Clause 7., "**NOTICE / CLAIM REPORTING PROVISIONS**," is hereby amended by appending the following to the end thereof:

NAS-1. With respect to any **Claim**, the **School Entity** must also:

1. immediately record the specifics of any **Claim** and the date **Insured** first received such **Claim**;
2. immediately record the specifics of any **Failure of Security** and the date **Insured** first became aware of such **Failure of Security**;
3. take prompt steps to minimize the **Failure of Security** and take reasonable steps to prevent further **Failure of Security**; or
4. at **Insurer's** request report such **Failure of Security** to the FBI, CERT, ISAC or any other central reporting or investigative organization that the **Insurer** may designate.

NAS-2. **Inspection Rights**

The **Insurer** may make audits, inspections or surveys at any time, and the **Insurer** may give the **Insured** reports on the conditions the **Insurer** finds, and recommend changes. Any inspections, surveys, reports or recommendations relate only to insurability, terms, conditions, and the premiums to be charged; such inspections, surveys, reports or recommendations will be treated as confidential by the **School Entity**. The **Insurer** does not make safety inspections or undertake to perform the duty of any person or organization to provide for the safety of workers or the public. The **Insurer** does not warrant conditions or warrant that conditions comply with laws, regulations, codes, or standards. The **Insurer** does not warrant the effectiveness of any security applicable to **School Entity's Computer System**. This paragraph applies not only to the **Insurer**, but also to any outside consultant who makes inspections, surveys, reports, or recommendations for the purpose of underwriting and offering insurance.

15. Solely with respect to coverage afforded under this endorsement, Item 4. of the Declarations, "Retention," is deleted in its entirety and replaced with the amount set forth in Item 3. of the Endorsement Schedule, as set forth in paragraph 2. of this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**PENDING AND PRIOR LITIGATION EXCLUSION ENDORSEMENT
(POLICY DAMAGES LIMIT OF LIABILITY INCREASED)**

In consideration of the premium charged, it is hereby understood and agreed that with respect to \$ [REDACTED] excess of \$ [REDACTED] of the **Policy Damages Limit of Liability** as set forth in Item 3(a) of the Declarations:

- (1) the **Insurer** shall not be liable for any **Damages** in connection with any **Claim** made against any **Insured** arising out of any pending or prior litigation as of or derived from the same or essentially the same facts as alleged in such pending or prior litigation; and
- (2) the **Insurer** shall not be liable for any **Damages** in connection with any **Claim** made against an **Insured** for any **Wrongful Act** committed or allegedly committed prior to [REDACTED] if any **Insured**, as of such date, knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.

For the purposes of this endorsement, **Damages** arising out of the same or series of continuous, repeated or related **Wrongful Acts** shall be deemed to arise from the first such **Wrongful Act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

POLICY DAMAGES LIMIT OF LIABILITY AMENDATORY ENDORSEMENT

In consideration of the additional premium of \$[XXXX], it is hereby understood and agreed that Item 3(a) of the Declarations, "**Policy Damages Limit of Liability**", is deleted in its entirety and replaced with the following:

(a) Policy Damages Limit of Liability:	\$ (aggregate for Damages)
-----------------------------------------------	------------------------------------

With respect to \$ [] excess of \$ [] of the **Policy Damages Limit of Liability** as set forth in Item 3(a) of the Declarations:

- (1) the **Insurer** shall not be liable for any **Damages** in connection with any **Claim** made against any **Insured** arising out of any pending or prior litigation as of or derived from the same or essentially the same facts as alleged in such pending or prior litigation; and
- (2) the **Insurer** shall not be liable for any **Damages** in connection with any **Claim** made against an **Insured** for any **Wrongful Act** committed or allegedly committed prior to [] if any **Insured**, as of such date, knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.

For the purposes of this endorsement, **Damages** arising out of the same or series of continuous, repeated or related **Wrongful Acts** shall be deemed to arise from the first such **Wrongful Act**.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

POLICY FIRST INCEPTION DATE AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Item 6(a) of the Declarations, "**Policy First Inception Date**," is deleted in its entirety and replaced with the following:

(a) Policy First Inception Date:	
-----------------------------------------	--

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

POLICY PERIOD AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Item 2 of the Declarations, "**POLICY PERIOD**," is deleted in its entirety and replaced with the following:

2	POLICY PERIOD	Inception Date: <input type="text"/> 12:01 A.M. at the address stated in Item 1 above.	Expiration Date: <input type="text"/>
---	----------------------	-------------------------------------------------------------------------------------------	---------------------------------------

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forms a part of

Policy number

Issued to:

By:

POLICY PERIOD EXTENSION ENDORSEMENT

In consideration of the additional premium of \$[xxxx], it is hereby understood and agreed that Item 2. of the Declarations, "**POLICY PERIOD**," is deleted in its entirety and replaced with the following:

2	POLICY PERIOD	Inception Date:		Expiration Date:	
		12:01 A.M. at the address stated in Item 1 above.			

The Limits of Liability for the extended **policy period** shall be part of and not in addition to the Limits of Liability stated in Item 3. of the Declarations.

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Policy number

Issued to:

By:

**POST POLICY REPORTING PERIOD AMENDATORY ENDORSEMENT
(NUMBER OF DAYS)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 7. **NOTICE / CLAIM REPORTING PROVISIONS**, Subparagraph (b)(1)(b) is deleted in its entirety and replaced with the following:

- (b) within **XXXX (XX)** days after the end of the **Policy Period**, as long as such **Claim** is reported no later than **XXXX (XX)** days after the **Claim** was first made against an **Insured** provided that renewal or replacement coverage for the next succeeding **policy period** has been purchased from the **Insurer** (the "**Post Policy Reporting Period**");

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forms a part of

Policy number

Issued to:

By:

PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Clause 4., **EXCLUSIONS**, is amended to include the following paragraph at the end of that Clause:

This policy does not apply to any **Damages** or **Claim**:

PL(a) alleging, arising out of or resulting, directly or indirectly, from any **Wrongful Acts** committed by any **Insured** in the rendering of or failure to render the following professional services:

1. [LIST SERVICES HERE]
2. [LIST SERVICES HERE]
3. [LIST SERVICES HERE]

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

PUNITIVE DAMAGES EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. DEFINITIONS, paragraph (e) "**Damages**" is deleted in its entirety and replaced with the following:

- (e) **Damages** means any amount that an **Insured** shall be legally required to pay because of judgments or for settlements; provided that **Damages** shall not include: (1) any amounts for which the **Insured** is not financially liable or for which there is no legal recourse against the **Insured**; (2) the cost and expenses of complying with an injunction or other form of equitable relief including, but not limited to, complying with the Americans with Disabilities Act (hereinafter referred to as "ADA") or any liability or costs incurred by any **Insured** to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person; (3) the reimbursement of tuition, books, transportation expenses and other fees associated with educational activities; (4) any liability or costs incurred in connection with any educational, sensitivity, or other training program, policy or seminar relating to a **Claim** alleging discrimination or other **Employment Practices Violation**; (5) any amount that an **Insured** shall be required to pay pursuant to an **IEP Hearing** award, other than prevailing party fees; (6) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation in a settlement or judgment for an **Employment Practice Violation**; (7) matters that may be deemed uninsurable under the law pursuant to which this policy shall be construed; or (8) any punitive, exemplary or multiple damages

Damages also means with respect to a covered judgment:

- 1) front pay and back pay;
- 2) pre-judgment interest; and
- 3) post-judgment interest that accrues after entry of judgment and before the **Insurer** has paid, offered to pay or deposited in court that covered part of the judgment within the applicable limit of liability.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

RETENTION AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that Item 4., RETENTION, of the Declarations is deleted in its entirety and replaced with the following:

4	RETENTION	
	(a) each Wrongful Act	\$
	(b) each Employment Practices Violation	\$
	(c) each IEP Hearing	\$

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**RETENTION AMENDATORY ENDORSEMENT
(MIDTERM)**

In consideration of the **additional/return** premium of \$[XXXX], it is hereby understood and agreed that Item 4., RETENTION, of the Declarations is deleted in its entirety and replaced with the following:

4	RETENTION	
	(a) each Wrongful Act	\$
	(b) each Employment Practices Violation	\$
	(c) each IEP Hearing	\$

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SEXUAL MISCONDUCT COVERAGE ENDORSEMENT
(CLAIM EXPENSES COVERAGE FOR VICARIOUS LIABILITY ONLY)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

- (1) Item 3(b) of the Declarations is amended to include the following Section at the end thereof:

(SM) Sexual Misconduct Limit of Liability:	\$XXXXXX (aggregate for Claim Expenses)
---------------------------------------------------	-------------------------------------------------

- (2) Clause 2. **DEFINITIONS** is amended to include the following paragraphs at the end thereof:

SM-(a) **Sexual Misconduct** means: (1) sexual molestation; or (2) sexual abuse, including any direct sexual activity.

SM-(b) **Sexual Misconduct Vicarious Liability** means liability attributed to any **Insured** for any actual or alleged **Sexual Misconduct** committed by any **Individual Insured**; including liability arising out of an **Insured** negligently employing, investigating, supervising or retaining a person who committed **Sexual Misconduct**.

SM-(c) **Sexual Misconduct Limit of Liability** means the amount stated in Item 3(b)-(SM) of the Declarations.

- (3) In Clause 4. **EXCLUSIONS**, paragraph (d) is deleted in its entirety and replaced with the following:

(d) alleging, arising out of or resulting, directly or indirectly, from **Sexual Misconduct**; provided, however, the **Insurer** will pay **Claim Expenses** for a **Suit** against any **Insured** alleging **Sexual Misconduct Vicarious Liability** until there is either (1) a judgment against or final adjudication against any **Insured** or (2) an **Insured** has been found guilty, or pleaded guilty, nolo contendere or no contest in any criminal proceeding, related to the **Sexual Misconduct**; at which time the **Insured** must defend the **Suit** at their own expense;

- (4) Clause 4. **EXCLUSIONS** is amended to include the following paragraphs at the end thereof:

The **Insurer** will not defend a **Suit** alleging **Sexual Misconduct Vicarious Liability**:

SM-(a) against any **Individual Insured** if such **Individual Insured** allegedly or actually:
(1) participates in; (2) directs; or (3) knowingly allows any act of **Sexual Misconduct**;

SM-(b) where the **Sexual Misconduct** is:
(1) perpetrated by a minor against another minor;
(2) perpetrated by a student against another student; or
(3) perpetrated against any **Employee**; or

SM-(c) if prior to the actual or alleged **Sexual Misconduct** committed by any **Individual Insured**, any duly elected or appointed director, officer, trustee, trustee emeritus, executive director, department head, member of the Board of Regents, or member of the Board of Education of any **School Entity** was aware of prior allegation(s) of **Sexual Misconduct** against such **Individual Insured**.

- (5) Clause 5. **POLICY DAMAGES LIMIT OF LIABILITY; SEPARATE LIMIT OF LIABILITY** is amended to include the following paragraph at the end thereof:

The **Insurer's** total liability for **Claim Expenses** arising from all **Suits** for all **Sexual Misconduct Vicarious Liability** combined shall not exceed the **Sexual Misconduct Limit of Liability**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

SPECIFIC INVESTIGATION/CLAIM/LITIGATION/EVENT EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the other exclusions of the policy, the **Insurer** shall not be liable to make any payment for **Damages** or **Claim Expenses** alleging, arising out of or resulting, directly or indirectly from:

- (a) any **Claim**, notice, event, damage, investigations or actions referred to in item 1. below (the "**Event**");
- (b) the prosecution, adjudication, settlement, disposition, resolution or defense of:
 - (a) the **Event** or (b) any **Claim** arising from, in connection with or relating to the **Event**; or
- (c) any **Wrongful Act**, underlying facts, circumstances, acts, errors or omissions in any way relating to the **Event**.

1. **Event** shall mean:

[DESCRIBE EVENT IN AS MUCH DETAIL AS POSSIBLE, INCLUDING IDENTIFYING FACTS].

- 2. It is further understood and agreed that the **Insurer** shall not be liable for any **Damages** or **Claim Expenses** in connection with any **claim** alleging, arising out of, based upon, attributable to or in any way related, directly or indirectly, in part or in whole, to an **Interrelated Wrongful Act** (as that term is defined below), regardless of whether or not such **Claim** involved the same or different **Insureds**, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.
- 3. For the purposes of this endorsement an "**Interrelated Wrongful Act**" means: (i) any fact, circumstance, act, error or omission alleged in or described as the **Event** and/or (ii) any **Wrongful Act** or **Damage** which is the same as, similar or related to or a repetition of any **Wrongful Act** or **Damage** alleged in or described in the **Event**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUIT DEFINITION AMENDATORY ENDORSEMENT
(EEOC PROCEEDING COVERAGE DELETED)**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 3. **DEFINITIONS**, paragraph mm) "**Suit**", subparagraph 3) is deleted in its entirety.

It is further understood and agreed that **Suit** shall not mean any **EEOC Proceeding**; provided, however, **Suit** shall include any civil proceeding that is filed against an **Insured** in a court of law or equity even if such civil proceeding is brought or maintained by the Equal Employment Opportunity Commission (or similar state, local or foreign agency).

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUIT DEFINITION AMENDATORY ENDORSEMENT
(IEP HEARING AND EEOC PROCEEDING COVERAGE DELETED)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

1. In ITEM 3. of the Declarations, section (b)(1) is deleted in its entirety and replaced with the following:

1. IEP Hearing Limit of Liability:	\$ N/A
------------------------------------	--------

2. In ITEM 3. of the Declarations, section (c) is deleted in its entirety and replaced with the following:

(c) each IEP Hearing	\$ N/A
----------------------	--------

3. In Clause 3. **DEFINITIONS**, paragraph mm) **"Suit"**, subparagraphs 3) and 4) are deleted in their entirety.
4. In Clause 3. **DEFINITIONS**, paragraph mm) **"Suit"**, is amended to include the following paragraph at the end thereof:

Suit shall not mean any **IEP Hearing**; provided, however, **Suit** shall include any **IEP Hearing** that progresses to a civil proceeding that is filed against an **Insured** in a court of law or equity.

Suit also shall not mean any **EEOC Proceeding**; provided, however, **Suit** shall include any civil proceeding that is filed against an **Insured** in a court of law or equity even if such civil proceeding is brought or maintained by the Equal Employment Opportunity Commission (or similar state, local or foreign agency).

5. Any reference(s) to an **IEP Hearing** or **EEOC Proceeding** within the policy shall not operate to grant coverage for any **Claim Expenses** or **Damages** arising out of any **IEP Hearing** or **EEOC Proceeding**.

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This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

**SUIT DEFINITION AMENDATORY ENDORSEMENT
(IEP HEARING COVERAGE DELETED)**

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

1. In ITEM 3. of the Declarations, section (b)(1) is deleted in its entirety and replaced with the following:

1. IEP Hearing Limit of Liability:	§ N/A
-------------------------------------------	-------

2. In ITEM 3. of the Declarations, section (c) is deleted in its entirety and replaced with the following:

(c) each IEP Hearing	§ N/A
-----------------------------	-------

3. In Clause 3. **DEFINITIONS**, paragraph mm) **"Suit"**, subparagraph 4) is deleted in its entirety.
4. In Clause 3. **DEFINITIONS**, paragraph mm) **"Suit"**, is amended to include the following paragraph at the end thereof:

Suit shall not mean any **IEP Hearing**; provided, however, **Suit** shall include any **IEP Hearing** that progresses to a civil proceeding that is filed against an **Insured** in a court of law or equity.

5. Any reference(s) to an **IEP Hearing** within the policy shall not operate to grant coverage for any **Claim** Expenses arising out of any **IEP Hearing**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

This Endorsement, effective at 12:01 A.M. forms a part of

Policy No:

Issued To:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

ARKANSAS

This endorsement modifies insurance provided under the following:

School Leaders Risk Protector^(SM)

This policy is amended as follows:

1. Clause 2. **DEFINITIONS**, paragraph (e) **Damages** is amended to include the following paragraph at the end of the Clause:

Punitive Damages are those damages imposed to punish a wrongdoer or to deter others from similar conduct.

2. Clause 5. **POLICY DAMAGES LIMIT OF LIABILITY; SEPARATE LIMIT OF LIABILITY** is modified to the extent necessary to provide the following:

The **Policy Damages Limit of Liability** for the **Extended Reporting Period** shall be the greater of the amount of coverage remaining in the expiring policy or fifty percent (50%) of the **Policy Damages Limit of Liability** in effect at the inception of the **Policy Period**.

3. Clause 9. **EXTENDED REPORTING PERIOD** is modified to the extent necessary to provide the following:

A. The right to an **Extended Reporting Period** applies in the event the **Insurer** or the **Named School Entity** cancels or refuses to renew the policy for any reason.

B. The **Insurer** shall advise the **Named School Entity** of the availability of, the premium for, and the importance of purchasing the **Extended Reporting Period**.

C. The premium for the **Extended Reporting Period** shall be based upon the rates and rating rules in effect at the inception date of the **Policy Period**.

- D. The right to the **Optional Extended Reporting Period** shall terminate unless written notice of such election together with the additional premium due is received by the **Insurer** within sixty (60) days after the effective date of cancellation or non-renewal.
- E. If the **Extended Reporting Period** is elected by the **Named School Entity**, the **Named School Entity** shall be provided, upon written request, the following loss information within thirty (30) days of the **Named School Entity's** written request and within fifteen (15) days after notice of cancellation or nonrenewal is issued:
 - 1. aggregate information in total for closed **Claims**, including the date and description of any **Wrongful Acts**, and any paid **Damages** and **Claims Expenses**;
 - 2. aggregate information in total for open **Claims**, including the date, description of any **Wrongful Acts**, amount of any and paid **Damages** and **Claims Expenses** if any, and estimate of reserves if any.
 - 3. information on notice of any occurrence, including the date, description of any occurrence, and estimate of reserves if any.
- 4. Clause 17. **ALTERNATIVE DISPUTE RESOLUTION PROCESS** is modified to the extent necessary to provide the following:
 - A. The decision to enter into the alternative dispute process shall be mutual between the **Named School Entity** and the **Insurer**.
 - B. If arbitration is selected as the alternative dispute process, the decision of the arbitrators shall be non-binding.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT

This endorsement, effective at

forms part of

Policy no.: issued to:

By:

ARKANSAS AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;
- (e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or
- (f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

AUTHORIZED REPRESENTATIVE

State: *Arkansas*

State Tracking Number: EFT \$50

*17.0019 Professional Errors & Omissions
Liability*

*17.0019 Professional Errors & Omissions
Liability*

Project Name/Number: /

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125591058 State: Arkansas
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-EO-04
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: School Leaders Risk Protector Program
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 04/16/2008

Comments:

Attachment:

04-14-08 AR PCTD Forms.pdf

Satisfied -Name: Forms Listing
Review Status: Approved 04/16/2008

Comments:

Attachment:

SCL Forms Listing 2.27.2008.pdf

Property & Casualty Transmittal Document


1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
American International Group, Inc.	012

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
National Union Fire Insurance Company of Pittsburgh, Pa.	PA	19445	25-0687550	

5. Company Tracking Number	AIC-08-EO-04
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Walter Murphy 175 Water Street, 17 th Floor New York, NY 10038	State Filings Analyst	212-458-2192	212-458-7077	Walter.Murphy@AIG.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Walter Murphy		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 Other Liability - Claims Made/Occurrence
10. Sub-Type of Insurance (Sub-TOI)	17.0019 Professional Errors & Omissions Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	School Leaders Risk Protector Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: May 15, 2008 Renewal: May 15, 2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AIC-08-EO-04
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

The company referenced in Item 4 submits for your review and approval their School Leaders Risk Protector(SM) Program which provides claims-made errors and omissions coverage for school leaders.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: N/A Amount: N/A	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AIC-08-EO-04		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	DECLARATIONS	96924 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	POLICY	96927 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	MAINFORM Application	96907 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	RENEWAL APPLICATION	96906 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Additional Insured Endorsement (For Wrongful Acts of School Entity)	96738 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Additional School Entity Endorsement (For Affiliates)	96748 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Bond Exclusion Endorsement	96747 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Charter Schools Exclusion Endorsement	96746 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Cooperation Clause Amendatory Endorsement	96847 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Corporal Punishment Endorsement	96745 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Day Care Operations Exclusion Endorsement	96744 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Deletion of Endorsement	96850 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Employment Practice Violations And EEOC Coverage Deleted Endorsement	96916 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Employment Practice Violations, EEOC And IEP Coverage Deleted Endorsement	96915 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

15	Expanded Coverage First Inception Date Amendatory Endorsement	96851 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Expanded Coverage Retroactive Date Amendatory Endorsement	96852 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Extended Reporting Period Amendatory Endorsement (Percent of Premium Amended)	96848 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Extended Reporting Period Elected Endorsement	96914 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Item 1 Amendatory Endorsement (Named School Entity)	96743 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Limit of Liability Amendatory Endorsement	96741 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	Limited Prior Acts Endorsement	96911 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Network Security And Privacy Liability Coverage Endorsement	96908 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Pending and Prior Litigation Exclusion Endorsement (Policy Damages Limit of Liability Increased)	96740 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Policy Damages Limit of Liability Amendatory Endorsement	96910 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Policy First Inception Date Amendatory Endorsement	96894 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Policy Period Amendatory Endorsement	96853 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Policy Period Extension Endorsement	96893 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	Post Policy Reporting Period Amendatory Endorsement (Number of Days)	96895 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Professional Services Exclusion Endorsement	96739 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Punitive Damages Exclusion Endorsement	96917 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	Retention Deduction Amendatory Endorsement	96742 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

32	Retention/Deductible Amendatory Endorsement (Midterm)	96912 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Sexual Misconduct Coverage Endorsement (Defense Coverage for Vicarious Liability Only)	97443 (2/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	Specific Investigation/Claim/Liti gation/Event Exclusion Endorsement	96846 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	Suit Definition Amendatory Endorsement (EEOC Processing Coverage Deleted)	96918 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	Suit Definition Amendatory Endorsement (IEP Hearing And EEOC Proceeding Coverage Deleted)	96909 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	Suit Definition Amendatory Endorsement (IEP Hearing Coverage Deleted)	96913 (12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	Arkansas Amendatory Endorsement	97599 (3/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39	Arkansas Cancellation/ Nonrenewal Endorsement	52131 (11/03)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

Form Listing

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
1	DECLARATIONS	96924 (12/07)	D	New		Mandatory			Declarations Page
2	POLICY	96927 (12/07)	P	New		Mandatory			Policy - coverage section
3	MAINFORM APPLICATION	96907 (12/07)	A	New		Mandatory			
4	RENEWAL APPLICATION	96906 (12/07)	A	New		Optional			
5	Additional Insured Endorsement (For Wrongful Acts of School Entity)	96738 (12/07)	E	New		Optional	Broadens	No	Allows an entity to be added as an additional insured only for the Wrongful Acts of the School Entity.
6	Additional School Entity Endorsement (For Affiliates)	96748 (12/07)	E	New		Optional	Broadens	No	Modifies the policy to add a definition of Affiliate to the policy for entities which need to be scheduled to the policy but do not fit the definition of Named Insured or Subsidiary.
7	Bond Exclusion Endorsement	96747 (12/07)	E	New		Optional	Restricts	No	Tailors the policy to clarify intent of the coverage being granted - coverage does not extend to claims arising from the failure to pay a bond or other financial instrument.
8	Charter Schools Exclusion Endorsement	96746 (12/07)	E	New		Optional	Restricts	No	Tailors the policy to clarify intent of the coverage being granted - coverage does not include the failure to grant a charter (including maintenance or renewal of same) or the inability to be in full compliance with applicable regulations.

Form Listing

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
9	Cooperation Clause Amendatory Endorsement	96847 (12/07)	E	New		Optional	Broadens	No	Modifies the policy by amending the duty to defend clause in the Insuring Agreement Defense of Insureds section to allow for payment up to 50% after date of refusal.
10	Corporal Punishment Endorsement	96745 (12/07)	E	New		Optional	Broadens	No	Modifies the policy by amending the BI/PD exclusion to reimburse the insured for defense costs incurred if the insured is found not liable.
11	Day Care Operations Exclusion Endorsement	96744 (12/07)	E	New		Optional	Restricts	No	Tailors the policy to clarify intent of the coverage being granted - coverage does not extend to claims arising from any day care services rendered.
12	Deletion of Endorsement	96850 (12/07)	E	New		Optional	Clarifies	No	Modifies the policy by removing an endorsement from the policy.
13	Employment Practice Violations And EEOC Coverage Deleted Endorsement	96916 (12/07)	E	New		Optional	Restricts	Yes	Modifies the policy to remove coverage for Employment Practices Violations and EEOC Hearings from the policy.
14	Employment Practice Violations, EEOC And IEP Coverage Deleted Endorsement	96915 (12/07)	E	New		Optional	Restricts	Yes	Modifies the policy to remove coverage for Employment Practices Violations, EEOC Hearings and IEP Hearings from the policy.
15	Expanded Coverage First Inception Date Amendatory Endorsement	96851 (12/07)	E	New		Optional	Clarifies	No	Modifies the policy by amending the Expanded Coverage First Inception Date on the Declarations Page.
16	Expanded Coverage Retroactive Date Amendatory Endorsement	96852 (12/07)	E	New		Optional	Clarifies	No	Modifies the policy by amending the Expanded Coverage Retroactive Date on the Declarations Page.

Form Listing

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
17	Extended Reporting Period Amendatory Endorsement (Percent of Premium Amended)	96848 (12/07)	E	New		Optional	Clarifies	No	Modifies the policy by amending additional premium charged in the Optional Extended Reporting Period section of the policy.
18	Extended Reporting Period Elected Endorsement	96914 (12/07)	E	New		Optional	Clarifies	Yes	Provides standard language when insured purchases the extended reporting period.
19	Item 1 Amendatory Endorsement (Named School Entity)	96743 (12/07)	E	New		Optional	Clarifies	No	Modifies the policy by amending Named School Entity on the Declarations Page.
20	Limit of Liability Amendatory Endorsement	96741 (12/07)	E	New		Optional	Clarifies	No	Modifies the policy by amending Limit of Liability Section of the Declarations Page.
21	Limited Prior Acts Endorsement	96911 (12/07)	E	New		Optional	Restricts	No	Tailors the policy to clarify the intent of the coverage being granted - coverage does not include claims from Wrongful Acts committed prior to the date stated.
22	Network Security And Privacy Liability Coverage Endorsement	96908 (12/07)	E	New		Optional	Broadens	Yes	Modifies the policy to extend the liability coverage being granted to wrongful acts that result in a "failure of security", which includes (but is not limited to) computer attacks (i.e. unauthorized access, unauthorized use, transmission of a malicious code, or denial of attack), as well as liability from theft of passwords or access codes. Also, endorsement grants coverage for privacy liability.

Form Listing

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
23	Pending and Prior Litigation Exclusion Endorsement (Policy Damages Limit of Liability Increased)	96740 (12/07)	E	New		Optional	Restricts	Yes	Tailors the policy to clarify the intent of the coverage being granted - in the event that policy limits are increased, the additional limits shall not apply to any pending or prior litigation existing before the date specified (generally the date that limits were increased).
24	Policy Damages Limit of Liability Amendatory Endorsement	96910 (12/07)	E	New		Optional	Clarifies	Yes	Tailors the policy to clarify the intent of the coverage being granted - in the event that policy limits are increased midterm, the additional limits shall apply to any pending and prior litigation existing before the date specified.
25	Policy First Inception Date Amendatory Endorsement	96894 (12/07)	E	New		Optional	Clarifies	No	Modifies the policy by amending Policy First Inception Date of the Declarations Page.
26	Policy Period Amendatory Endorsement	96853 (12/07)	E	New		Optional	Clarifies	No	Modifies the policy by amending Policy Period on the Declarations Page.
27	Policy Period Extension Endorsement	96893 (12/07)	E	New		Optional	Broadens	Yes	Modifies the policy by allowing for an extension of the Policy Period on the Declarations Page.
28	Post Policy Reporting Period Amendatory Endorsement (Number of Days)	96895 (12/07)	E	New		Optional	Clarifies	No	Modifies the policy by amending the # of days in the Post Policy Reporting Period paragraph of the Notice/Claim Reporting Provisions section of the policy.
29	Professional Services Exclusion Endorsement	96739 (12/07)	E	New		Optional	Restricts	No	Tailors the policy to clarify intent of the coverage being granted - coverage does not include the professional services listed.

Form Listing

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
30	Punitive Damages Exclusion Endorsement	96917 (12/07)	E	New		Optional	Restricts	No	Tailors the policy to clarify intent of the coverage being granted - coverage does not include punitive damages.
31	Retention Deductible Amendatory Endorsement	96742 (12/07)	E	New		Optional	Clarifies	No	Modifies the policy by amending the Retention/Deductible section of the Declarations Page.
32	Retention/Deductible Amendatory Endorsement (Midterm)	96912 (12/07)	E	New		Optional	Clarifies	Yes	Modifies the policy by increasing/decreasing the Retention/Deductible section of the declarations page during the policy term.
33	Sexual Misconduct Coverage Endorsement (Defense Coverage for Vicarious Liability Only)	97443 (2/08)	E	New		Optional	Broadens	No	Modifies the policy by adding a Claims Expenses limit for vicarious liability as the result of allegations of sexual misconduct.
34	Specific Investigation/ Claim/ Litigation/ Event Exclusion Endorsement	96846 (12/07)	E	New		Optional	Clarifies	No	Tailors the policy to clarify intent of the coverage being granted - coverage does not apply to the specific litigation, claim or event listed.
35	Suit Definition Amendatory Endorsement (EEOC Proceeding Coverage Deleted)	96918 (12/07)	E	New		Optional	Restricts	Yes	Modifies the policy to remove coverage for EEOC Hearings from the policy.
36	Suit Definition Amendatory Endorsement (IEP Hearing And EEOC Proceeding Coverage Deleted)	96909 (12/07)	E	New		Optional	Restricts	Yes	Modifies the policy to remove coverage for EEOC Hearings and IEP Hearings from the policy.
37	Suit Definition Amendatory Endorsement (IEP Hearing Coverage Deleted)	96913 (12/07)	E	New		Optional	Restricts	Yes	Modifies the policy to remove coverage for IEP Hearings from the policy.